

145 pgs.

0014

Site:	West lake LDE
ID #:	MOD079900932
Break:	11.6
Other:	May, John
	7-18-91

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SAFE SECTION

**RESPONSE OF MOST REVEREND JOHN L. MAY ARCHBISHOP**

**TO**

**CERCLA 104(e) REQUEST FOR INFORMATION**

**VOLUME I OF III**

**JULY 18, 1991**



40054991  
SUPERFUND RECORDS

ARC 0002

MOST REVEREND JOHN L. MAY  
ARCHBISHOP OF THE ARCHDIOCESE OF ST. LOUIS  
4445 LINDELL BOULEVARD  
ST. LOUIS, MISSOURI 63108

July 18, 1991

United States Environmental  
Protection Agency, Region VII  
Ms. Diana L. Newman  
Superfund Branch  
726 Minnesota Avenue  
Kansas City, Kansas 66101

Dear Ms. Newman:

The following is the Response of Most Reverend John L. May Archbishop of the Archdiocese of St. Louis ("Respondent") to the CERCLA 104(e) Request for Information dated May 14, 1991. Pursuant to a letter addressed to Respondent's counsel ("The Stolar Partnership") from Nancy E. Bacon of the United States Environmental Protection Agency Office of Regional Counsel dated June 17, 1991, Respondent was granted until July 19 to file this Response.

As is more fully explained in this Response, Respondent did not have any affiliation with the West Lake Companies (hereinafter defined) or interest in the site until receiving a partial distribution under the Wills of Vertice R. Cruse and Catherine H. Cruse in 1984. In addition, except for the answers to Question Nos. 1 through 5, Respondent's answers are not founded on personal knowledge, but rather upon information supplied to Respondent by counsel or information assembled by current management of West Lake Quarry and Material Company.

In the Request for Information, the EPA refers to the site as "The West Lake Landfill in Bridgeton, Missouri." Respondent assumes that the geographical boundary intended by the EPA's reference to the West Lake Landfill site is the same as depicted in the various reports prepared by and for the U.S. Nuclear Regulatory Commission. For purposes of clarity, a copy of the site drawing on page 4 of the NRC Summary Report (hereinafter defined) is reproduced here on page 2 of this Response.

ARC 0002

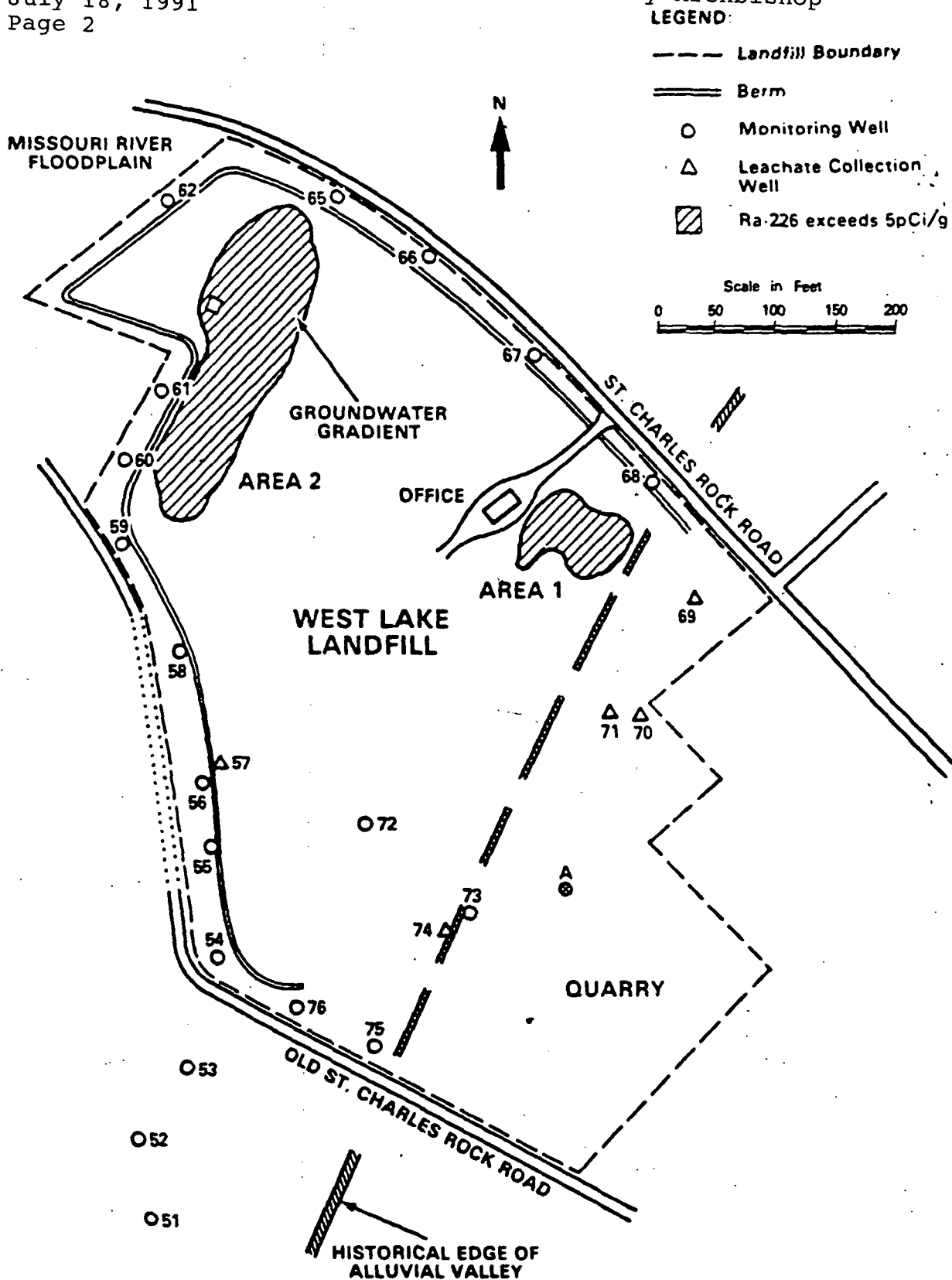


Figure 2 Site Details

Also, for purposes of clarity, Respondent incorporates the following definitions into its Response:

A. "Archdiocese" or "Respondent" means Most Reverend John L. May, in his representative capacity as Archbishop of the Archdiocese of St. Louis.

B. "Radioactive Area 1" means the portion of the site east of the old landfill office as shown on page 2 of this Response, and covering about three acres according to the NRC Summary Report.

C. "Radioactive Area 2" means the extreme western portion of the site as shown on page 2 of this Response, and covering about 13 acres according to the NRC Summary Report.

D. "NRC Site Characterization Report" means the U.S. Nuclear Regulatory Commission, Office of Nuclear Material Safety and Safeguards report entitled "Site Characterization and Remedial Action Concepts for the West Lake Landfill," Docket No. 40-8801, July 1989, attached in response to Request for Information No. 13 as Exhibit 13-E.

E. "NRC Summary Report" means the U.S. Nuclear Regulatory Commission, Office of Nuclear Material Safety and Safeguards Summary Report entitled "Radioactive Material in the West Lake Landfill," NUREG-1308 (Rev. 1) (June 1988), attached in response to Request for Information No. 13 as Exhibit 13-D.

F. "Shrine" means The St. Jude League, a/k/a The Shrine of St. Jude, an Illinois not-for-profit corporation.

G. "Society" means The Society for the Propagation of the Faith, Archdiocese of St. Louis, a Missouri benevolent corporation.

H. "West Lake Companies" means the following Missouri corporations: West Lake Quarry and Material Company, West Lake Ready Mix Co., and (with reference to any period after July, 1988) West Lake Transportation Company and Rock Road Industries. With reference to the period prior to July 29, 1988, the term also includes West Lake Landfill, Inc.

**ANSWERS OF RESPONDENT  
TO REQUEST FOR INFORMATION**

1. Identify each person who assisted, or is assisting, in the preparation of the answers to this request for information.

**ANSWER:**



Mr. Vincent M. Jones  
Chief Financial Officer  
Archdiocese of St. Louis  
4445 Lindell Boulevard  
St. Louis, Missouri 63108  
(314) 433-1887  
Home: 13637 Armstead Drive  
St. Louis, Missouri 63131  
(314) 966-2469

The Stolar Partnership  
911 Washington Avenue, 7th Floor  
St. Louis, Missouri 63101  
(314) 231-2800  
A Missouri general partnership engaged in the practice of  
law

Greensfelder, Hemker & Gale, P.C.  
1800 Equitable Building  
10 South Broadway  
St. Louis, Missouri 63102  
(314) 241-9090  
A Missouri professional corporation engaged in the  
practice of law

W. E. Whitaker, President  
West Lake Companies  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122  
Home: #5 Hickory Ridge Court  
O'Fallon, Missouri 63366  
(314) 272-8003

Michael K. Luebbert, Assistant Secretary  
West Lake Companies  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122  
Home: # 1 Ironside Court  
St. Charles, Missouri 63303  
(314) 441-9548

James J. Ohmes, Assistant Secretary  
West Lake Companies  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122  
Home: 11 St. Mark  
St. Peters, Missouri 63376  
(314) 278-1081

S. Francis Baldwin  
General Counsel and Secretary  
West Lake Companies  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122  
Home: 7000 Heege Road, Apt. D  
St. Louis, Missouri 63123  
(314) 842-7620

2. Identify, if not you, the official or representative of Respondent to contact regarding the requested information.

**ANSWER:**

The Stolar Partnership  
911 Washington Avenue  
St. Louis, Missouri 63101  
(314) 231-2800  
Attention: Sandra L. Oberkfell  
William R. Werner

3. Please provide the following information, even if a non-profit corporation:

- 3.1 The full and correct name of Respondent;
- 3.2 The date of its incorporation or formation;
- 3.3 The state of its incorporation or formation;
- 3.4 The nature of its business;
- 3.5 Respondent's principal place of business; and
- 3.6 Names and addresses of Respondent's officers and directors.

**ANSWER:**

- 3.1: Most Reverend John L. May  
Archbishop of the Archdiocese of St. Louis
- 3.2: The Archdiocese of St. Louis was formed on July 14,  
1826.
- 3.3: Missouri
- 3.4: Provides Roman Catholic theological, pastoral,  
educational, social services and evangelizational  
activities to residents of the City of St. Louis  
and the Missouri counties of St. Louis, St.  
Charles, Lincoln, Warren, Washington, Jefferson,  
Franklin, St. Francois, St. Genevieve and Perry.
- 3.5: 4445 Lindell Boulevard  
St. Louis, Missouri 63108
- 3.6: Respondent has neither officers nor directors.

4. If Respondent has any subsidiaries or affiliates, please  
state the following with respect to each subsidiary or affiliate,  
even if a non-profit corporation:

- 4.1 The full and correct name of each;
- 4.2 The address of its principal place of business;
- 4.3 If a corporation, the state of its incorporation;
- 4.4 Its relationship to Respondent's business or  
corporation;
- 4.5 The name, address, and title of each officer and  
director;
- 4.6 The name and address of the resident agent; and
- 4.7 The principal place of business in which such  
entity is involved.

**ANSWER:**

While many Roman Catholic organizations located within  
the geographical area described in response to Question 3.4 are  
ultimately responsible under canon law to the Respondent, none is  
considered to be a civil law subsidiary or affiliate of the  
Respondent. However, the Society is a Missouri benevolent  
corporation canonically responsible to the Respondent and was a

separate beneficiary under the bequests of Vertice and Catherine Cruse. The Society, therefore, has an interest in the site. A separate 104(e) Response is being made by that corporation.

5. If Respondent is a subsidiary of, a division of, a franchise of, or part of the organization of any other corporation, entity or organization, please state the following with regard to each such corporation, entity or organization, even if a non-profit organization:

- 5.1 Its relationship to Respondent's entity, organization or corporation;
- 5.2 Its principal office;
- 5.3 The state of its incorporation or organization;
- 5.4 The date of its incorporation or organization;
- 5.5 Its principal business;
- 5.6 The commencement date of its relationship with Respondent's entity, organization or corporation; and
- 5.7 The names and addresses of its officers and directors.

**ANSWER:**

Respondent is not a subsidiary of, a division of or a franchise of any other corporation. The Respondent is a part of the universal Roman Catholic Church, headquartered in Vatican City, under the auspices of the Roman Pontiff, His Holiness Pope John Paul II.

6. Describe the Respondent's current and/or past affiliation with the site including the positions of officer, director, shareholder, and/or owner of any and all companies affiliated with the site.

**ANSWER:**

On August 31, 1984, by virtue of bequests made under the Wills of Vertice R. Cruse and Catherine H. Cruse, one hundred percent (100%) of the stock of West Lake Landfill, Inc., West Lake Quarry and Material Company and West Lake Ready Mix Company was bequeathed to the following: (1) the Archdiocese, (2) the Society, (3) the Shrine, (4) Cardinal Glennon Memorial Hospital for Children

(now known as Cardinal Glennon Children's Hospital), a Missouri not-for-profit corporation, and (5) the Little Sisters of the Poor, a Missouri benevolent corporation. On or about December 31, 1987, the Archdiocese, the Society, and the Shrine purchased all the West Lake shares from Cardinal Glennon Children's Hospital and the Little Sisters of the Poor, as a result of which the Archdiocese owned 79.52% of West Lake Landfill, Inc. and West Lake Ready Mix Co., and 81.05% of West Lake Quarry and Material Company.

On July 29, 1988, Laidlaw Waste Systems Inc. ("Laidlaw") purchased all of the outstanding shares in West Lake Landfill, Inc. from the Archdiocese, the Society and the Shrine. The Archdiocese continues to hold shares in West Lake Quarry and Material Company and West Lake Ready Mix Co. in the percentages indicated above.

In addition, West Lake Transportation Company was incorporated on July 7, 1988, and Rock Road Industries, Inc. was incorporated on July 27, 1988. Both are Missouri corporations, and the majority of the shares of each have been owned by the Archdiocese since the respective dates of incorporation.

Respondent's Chief Financial Officer, Vincent M. Jones, is Chairman of the Board of West Lake Quarry and Material Company, and a director of Rock Road Industries, Inc.

In addition, Respondent is a secured creditor of West Lake Quarry and Material Company.

7. Describe Respondent's current or past property interest in the site and how, when, and from whom Respondent obtained this interest. If you no longer have a property interest in the site, when and to whom Respondent's interest was conveyed. Provide copies of any documents related to the conveyance of the site property interest to Respondent or from Respondent.

**ANSWER:**

Under the Wills of Vertice R. Cruse and Catherine R. Cruse, Respondent received an undivided 16.5% interest in the portion of the site known as Parcels 1 through 7 as evidenced by Orders of Distribution for each of the Estates dated August 31, 1984 and quit claim deed dated March 27, 1985. See Exhibit 7-A attached hereto for a depiction of Parcels 1 through 7. On or about January of 1988, Respondent increased its interest in Parcels 1 through 7 to 24.81%. On July 29, 1988, Respondent's interests in portions of Parcels 1 through 7 were transferred to West Lake Landfill, Inc. as part of the sale of that corporation to Laidlaw Waste Systems Inc. On January 25, 1990, Respondent's interests in Radioactive Area 1 and the portion of Radioactive Area 2 located

within Parcels 1 through 7 were transferred to Rock Road Industries, Inc., and the balance of Respondent's interests in Parcels 1 through 7 were transferred to West Lake Quarry and Material Company. Respondent no longer owns any property at the site.

A more detailed description of the foregoing, with copies of maps and deeds, is set forth in Answer to Request for Information No. 8.

8. Provide information and copies of documents pertaining to the ownership of the West Lake Landfill since it began operations as a quarry and as a landfill.

**ANSWER:**

The West Lake Companies have contracted with a local title company to perform a chain of title search dating back to 1939 when quarry operations began. Due to the complexity of the ownership history of the site, the results of that search are not yet available. The following information is based on available corporate records and facts recollected by current West Lake Companies management. This answer will be updated and revised to the extent necessary upon completion of the chain of title search.

**A. Prior to Death of Vertice Cruse, June 27, 1972**

Radioactive Area 1 and part of Radioactive Area 2 are located in the portion of the site historically referred to as Parcels 1 through 7. See Exhibit 8-A attached hereto. In the period preceding the death of Vertice Cruse (June 27, 1972), and probably at least since landfilling operations commenced at the site, Parcels 1 through 7 were owned by Vertice and Catherine Cruse, and by Lillian E. Trump. During the administration and settlement of the estates of Vertice and Catherine Cruse (as will be discussed below), it became the subject of controversy whether ownership of the seven parcels during this period was in the V.R. Cruse, Catherine H. Cruse and L.E. Trump Partnership (in which Partnership Vertice and Catherine Cruse each held an undivided one-fourth ( $\frac{1}{4}$ ) interest and Lillian E. Trump held an undivided one-half ( $\frac{1}{2}$ ) interest) or whether ownership of the parcels was held directly by Vertice and Catherine Cruse (as tenants by the entirety) as to an undivided one-half interest and Lillian E. Trump as to an undivided one-half interest. At the time of Vertice Cruse's death, the seven parcels were under lease to the West Lake Companies (100% of the outstanding stock of which was owned by Vertice Cruse at the time of his death).

The portion of the site known as Parcel 8 (in which a portion of Radioactive Area 2 is located) was owned by West Lake Landfill, Inc. See Exhibit 8-A.

B. Settlement of the Cruse Estates.

The Will of Vertice R. Cruse (attached hereto as Exhibit 8-B) set apart for the benefit of Catherine Cruse during her life the residue of the estate of Vertice Cruse (including his stock in the West Lake Companies and his 25% partnership interests), with the remainder of such residue going to the Archdiocese upon her death. Said Will also set apart for the benefit of Catherine Cruse during her life "an amount equal to the maximum marital deduction" with a general power of appointment over such amount at her death. Catherine Cruse died on March 19, 1981. Through her Will, she exercised her power of appointment in favor of and bequeathed the remainder of her estate to Cardinal Glennon Memorial Hospital for Children (now known as Cardinal Glennon Children's Hospital) ("Cardinal Glennon"), the Little Sisters of the Poor ("Little Sisters"), the Shrine and the Society (collectively, the "Not-For-Profit Corporations"). See the Will of Catherine H. Cruse, attached hereto as Exhibit 8-C.

On August 29, 1984, after a lengthy dispute regarding the estates of Vertice and Catherine Cruse, a Settlement Agreement was executed by the personal representatives of the Estate of Vertice R. Cruse, the personal representatives of the Estate of Catherine H. Cruse, the Archdiocese and the Not-For-Profit Corporations. The parties to the Settlement Agreement acknowledged and agreed that Parcels 1 through 7 were partnership assets. Accordingly, the one-fourth interest of each of the estates in the partnership (the assets of which consisted primarily of Parcels 1 through 7) were distributed to the Archdiocese and the Not-For-Profit Corporations pursuant to Order of Partial Distribution in the Estate of Catherine H. Cruse dated August 31, 1984 (which Order and Fifth Amended Inventory of said estate are attached hereto as Exhibit 8-D) and Order of Partial Distribution in the Estate of Vertice R. Cruse dated August 31, 1984 (which Order and a Verified Inventory of Partnership filed with the Probate Court are attached hereto as Exhibit 8-E). As additional evidence of such distributions, quit claim deeds to a collective undivided one-half interest in Parcels 1 through 7 were delivered to the Not-For-Profit Corporations and the Archdiocese on February 6, 1985 and March 27, 1985, respectively. Said quit claim deeds are attached hereto as Exhibits 8-F and 8-G, respectively. The Archdiocese received an undivided 16.5% interest in the whole of Parcels 1 through 7, and each of the Not-For-Profit Corporations received an 8.375% interest therein; Lillian E. Trump continued to own an undivided 50% interest.

On or about December 31, 1987, Cardinal Glennon and the Little Sisters transferred their interests to the Archdiocese. See quit-claim deeds dated December 31, 1987, attached hereto as Exhibit 8-H. On or about January 15, 1988, the Archdiocese, the Society and the Shrine executed a quit-claim deed redistributing their undivided 50% interest as follows:

the Archdiocese	49.62%
the Society	25.19%
the Shrine	25.19%.

See quit-claim deed dated January 15, 1988, attached hereto as Exhibit 8-I. Also in January of 1988, the Cruse/Trump Partnership was dissolved.

During this time period, Parcel 8 continued to be owned by West Lake Landfill, Inc.

C. The Laidlaw and Trump Transactions.

On July 29, 1988, the stock of West Lake Landfill, Inc. (owned by the Archdiocese, the Society and the Shrine) was sold to Laidlaw Waste Systems Inc. As part of this transaction, the Archbishop, the Society and the Shrine conveyed their interests in the larger portions of Parcels 1 through 7 to West Lake Landfill, Inc. (the name of which was then changed to Laidlaw Waste Systems (Bridgeton) Inc. (hereinafter, "Laidlaw (Bridgeton)"). See General Warranty Deed to West Lake Landfill, Inc. dated July 29, 1988, attached hereto as Exhibit 8-J. The Archdiocese, the Society and the Shrine retained their collective undivided 50% ownership of the remainder of Parcels 1 through 7.

With respect to Parcel 8 (which had been owned by West Lake Landfill, Inc.), a small tract within said Parcel was conveyed to West Lake Quarry and Material Company ("West Lake Quarry") and title to the portion of Radioactive Area 2 contained within said Parcel was transferred to Rock Road Industries, Inc. See General Warranty Deeds from West Lake Landfill, Inc. dated July 29, 1988, attached hereto as Exhibit 8-K. Title to the remainder of Parcel 8 remains in Laidlaw (Bridgeton) f/k/a West Lake Landfill, Inc.

On January 25, 1990, following the death of Lillian E. Trump, a Settlement Agreement was signed and implemented with her heirs, namely, Walter Trump and Dorothy Trump. Pursuant to that Agreement, the Trump heirs conveyed all of their undivided 50% interest in Parcels 1 through 7 as follows:

- (1) the portions of Parcels 1 through 7 in which Laidlaw (Bridgeton) held an interest were transferred to Laidlaw (Bridgeton) (see



General Warranty Deed to Laidlaw (Bridgeton) dated January 25, 1990, attached hereto as Exhibit 8-L);

- (2) Radioactive Area 1 and the portion of Radioactive Area 2 located within Parcels 1 through 7 were transferred to Rock Road Industries, Inc. (see General Warranty Deed to Rock Road Industries, Inc. dated January 25, 1990, attached hereto as Exhibit 8-M); and
- (3) the portions of Parcels 1 through 7 in which the Archdiocese, the Society and the Shrine had retained their interests were transferred to West Lake Quarry and Material Company ("West Lake Quarry") (see General Warranty Deed to West Lake Quarry dated January 25, 1990, attached hereto as Exhibit 8-N).

In addition, the Archdiocese, the Society and the Shrine transferred their remaining interests in Parcels 1 through 7 (except for Radioactive Areas 1 and 2) to West Lake Quarry, so that West Lake Quarry now owns full fee title to such portion of Parcels 1 through 7. See General Warranty Deed from Archdiocese, et al., to West Lake Quarry, dated January 25, 1990, attached hereto as Exhibit 8-O. The Archdiocese, the Society and the Shrine also transferred their remaining interests in Radioactive Areas 1 and 2 (located in Parcels 1 through 7) to Rock Road Industries, Inc. See General Warranty Deed from the Archdiocese, et al., to Rock Road Industries, Inc. dated January 25, 1990, attached hereto as Exhibit 8-P.

A map showing the resulting ownership in the site is attached hereto as Exhibit 8-Q. A chart depicting the transfer of real estate interests and corporate ownership is attached hereto as Exhibit 8-R.

9. Provide details of the relationship(s) between West Lake Landfill, Inc., Rock Road Industries, West Lake Quarry and Material Company, West Lake Ready Mix Company, Red Bird Ready Mix Company, Laidlaw Waste Systems (Bridgeton), Inc., Laidlaw Waste Systems, Inc., the Archdiocese of St. Louis, the Shrine of St. Jude, and the Society for the Propagation of Faith.

**ANSWER:**

The Archdiocese, the Society, and the Shrine collectively own one hundred percent (100%) of the stock of West Lake Quarry and Material Company, West Lake Ready Mix Co. and Rock Road

Industries, Inc. A breakdown of the ownership in West Lake Quarry and Material Company, West Lake Ready Mix Co. and Rock Road Industries, Inc. is as follows:

<u>Percentage of Ownership</u>			
<u>Company</u>	<u>Archdiocese</u>	<u>Society</u>	<u>Shrine</u>
West Lake Quarry	81.05	8.51	10.44
West Lake Ready Mix	79.52	10.24	10.24
Rock Road Industries	79.52	10.24	10.24

Respondent believes that, at or about the time West Lake Landfill, Inc. was incorporated, Vertice Cruse and Lillian E. Trump, both of whom are now deceased, became the owners of all the shares of West Lake Landfill, Inc. Thereafter, some time in 1970 or 1971, Respondent believes that either Vertice Cruse purchased all the shares of Lillian E. Trump in West Lake Landfill, Inc. or West Lake Landfill, Inc. redeemed all of Mrs. Trump's shares. By virtue of bequests distributed under the Wills of Vertice Cruse and Catherine Cruse on August 31, 1984, the following came to own one hundred percent (100%) of the stock of West Lake Landfill, Inc.: (1) the Archdiocese, (2) the Society, (3) the Shrine, (4) Cardinal Glennon Children's Hospital f/k/a Cardinal Glennon Memorial Hospital for Children, a Missouri not-for-profit corporation ("Cardinal Glennon"), and (5) the Little Sisters of the Poor, a Missouri benevolent corporation ("Little Sisters"). On or about December 31, 1987, the Archdiocese, the Society and the Shrine purchased the West Lake shares held by Cardinal Glennon and the Little Sisters such that the ownership interests became, respectively, 79.52%, 10.24% and 10.24%. On July 29, 1988, Laidlaw Waste Systems Inc. ("Laidlaw") purchased all of the outstanding shares in West Lake Landfill, Inc. from the Archbishop, the Society and the Shrine, and at that time the stock transfer book of West Lake Landfill, Inc. was delivered to Laidlaw. Thereafter, West Lake Landfill, Inc. was renamed Laidlaw Waste Systems (Bridgeton) Inc. To the best of Respondent's knowledge, information and belief, Laidlaw continues to own one hundred percent (100%) of the stock of West Lake Landfill, Inc.

Red Bird Pre-Mix Co. ("Red Bird") is a Missouri for-profit corporation which, on or about February 5, 1990, purchased, inter alia, from West Lake Ready Mix Co., two (2) concrete batch plants, a fleet of ready mix trucks and a portion of the inventory of West Lake Ready Mix Co. and is presently leasing real property from West Lake Quarry and Material Company at or near

the site and subleasing real property from West Lake Quarry and Material Company on a portion of property commonly known as West Lake's Plant No. 2, 14201 Lewis & Clark Boulevard, Florissant, Missouri 63034. Red Bird and West Lake Quarry and Material Company have never had, and do not presently have, any common officers, directors, employees or shareholders.

10. Provide maps of the property encompassing the active and inactive quarry and landfill. Describe any adjacent property owned by Respondent including a legal description.

**ANSWER:**

See portion of Survey of Sherbut & Associates, Inc., Revised 6/24/88, produced herewith as Exhibit 10-A. Respondent has no ownership interest in any adjacent property.

11. During Respondent's ownership of the site, identify all persons directly involved in overseeing activities at the site, including employees who have knowledge, information or documents about the quarry and landfill operations.

**ANSWER:**

In responding to the foregoing question, the following were consulted: W. E. Whitaker, Michael K. Luebbert and James J. Ohmes (each being identified in Answer to Request for Information No. 1) and the employment records of West Lake Companies.

The following individuals supervised quarrying activities at Plant No. 1 Quarry (i.e., the quarry located at the site). Titles shown are last position held with West Lake Quarry and Material Company. Dates shown are for the time frame during which the individual exercised supervision over quarrying activities at Plant No. 1 Quarry:

William J. McCullough (former President, West  
Lake Quarry and Material Company)  
June 1971 - October 1985  
423 South Van Buren  
Kirkwood, Missouri 63122  
(314) 822-7729

John H. Kopp (former Vice-President of Operations,  
West Lake Quarry and Material Company)  
October 1961 - August 1986  
2150 Randolph  
St. Charles, Missouri 63301  
(314) 724-0523

Vernon G. Fehr (former Superintendent, West Lake  
Quarry and Material Company)  
June 1972 - December 1986  
105 Turtle Rock Court  
St. Charles, Missouri 63303  
(314) 447-0334

William E. Whitaker, President  
October 1985 - Present  
West Lake Quarry and Material Company  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122

Dale Hillman (former Superintendent - Plant No. 2  
Quarry, West Lake Quarry and Material Company)  
August 1988 - October 1988  
900 Greeley Avenue  
Webster Groves, Missouri 63119  
(314) 961-3235

The following individuals supervised West Lake Quarry and  
Material Company's Employee Safety Program at Plant No. 1 Quarry.  
Titles shown are last position held with West Lake Quarry and  
Material Company. Dates shown are for the time frame during which  
the individual exercised supervision over West Lake Quarry and  
Material Company's Employee Safety Program at Plant No. 1 Quarry.

William H. Canney (former Vice-President of Safety,  
West Lake Quarry and Material Company)  
March 1974 - November 1986  
116 Breeze View Drive  
Ballwin, Missouri 63011  
(314) 394-4231

Robert Cox, Safety Engineer  
December 1986 - Present  
West Lake Quarry and Material Company  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122

The following individuals supervised landfilling operations at the landfill. Titles shown are last position held with Laidlaw Waste Systems (Bridgeton) Inc., f/k/a West Lake Landfill, Inc. Dates shown are for the time frame during which the individual exercised supervision over landfilling operations.

William J. McCullough (former President, West Lake Landfill, Inc.)  
June 1971 - October 1985  
423 South Van Buren  
Kirkwood, Missouri 63122  
(314) 822-7729

John H. Kopp (former Vice-President of Operations, West Lake Landfill, Inc.)  
February 1962 - August 1986  
2150 Randolph  
St. Charles, Missouri 63301  
(314) 724-0523

Vernon G. Fehr (former Superintendent, West Lake Landfill, Inc.)  
June 1972 - December 1986  
105 Turtle Rock Court  
St. Charles, Missouri 63303  
(314) 447-0334

William H. Canney (former Environmental Engineer, West Lake Landfill, Inc.)  
March 1974 - June 1988  
116 Breeze View Drive  
Ballwin, Missouri 63011  
(314) 394-4231

William E. Whitaker (former President, West Lake Landfill, Inc.)  
October 1985 - July 1988  
West Lake Quarry and Material Company  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122

Larry Bockting (former Landfill Superintendent,  
West Lake Landfill, Inc.)  
January 1987 - July 1988  
West Lake Quarry and Material Company  
Route 2, Box 2130  
Scott City, Missouri 63780  
(314) 464-7083

The following employees supervised West Lake Landfill,  
Inc.'s Employee Safety Program:

William H. Canney (former Vice-President of Safety,  
West Lake Landfill, Inc.)  
March 1974 - November 1986  
116 Breeze View Drive  
Ballwin, Missouri 63011  
(314) 394-4231

Robert Cox, Safety Engineer  
West Lake Landfill, Inc.  
December 1986 - July 1988  
12976 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-1122

12. Describe any clean-up or removal of hazardous substances  
as defined in CERCLA §101(14); 42 U.S.C. §9601(14), at the site.

**ANSWER:**

In answering the foregoing question, W. E. Whitaker  
(identified in Answer to Request for Information No. 1) was  
consulted.

There has been no clean-up or removal of hazardous  
substances from the site, other than the placement of additional  
dirt on top of the berm separating the site from adjacent property  
owned by Ford Motor Credit Corporation. The additional dirt was  
placed on the berm to help avoid contamination to the Ford Motor  
Credit Corporation tract through wind or surface water runoff.

13. Provide copies of boring logs, geologic reports, well  
logs, well locations, soil samples, and all sampling data including  
sampling locations of all such samples for the site.

**ANSWER:**

In responding to the foregoing, W. E. Whitaker  
(identified in Answer to Request for Information No. 1) was  
consulted.

The following are produced herewith as Exhibits 13-A through 13-H:

(A) Reserve Analysis of Quarry Properties Prepared for West Lake Quarry and Material Company, dated February 1982 by Dunn Geoscience Corporation, Latham, New York, pages 1-9. (This report was prepared for all properties owned by West Lake Quarry and Material Company. Due to the volume of this report, only those portions pertaining to the site (Quarry #1) are produced herewith.)

(B) Hydrogeologic Investigation - West Lake Landfill Primary Phase Report, dated October 1986 prepared by Burns and McDonnell, Kansas City, Missouri.

(C) U.S. Nuclear Regulatory Commission, Office of Nuclear Material Safety and Safeguards, "Radiological Survey of the West Lake Landfill, St. Louis County, Missouri," NUREG/CR-2722, May 1982.

(D) U.S. Nuclear Regulatory Commission, Office of Nuclear Material Safety and Safeguards, "Radioactive Material in the West Lake Landfill - Summary Report," NUREG-1308 (Rev. 1), June 1988.

(E) U.S. Nuclear Regulatory Commission, Office of Nuclear Material Safety and Safeguards, "Site Characterization and Remedial Action Concepts for the West Lake Landfill," Docket No. 40-8801, July 1989.

(F) EG&G Energy Measurements Group (for The Remote Sensing Laboratory of the United States Department of Energy), "Aerial Radiological Survey of Area Surrounding Mallinckrodt Nuclear Maryland Heights Facility and Two Additional Sites," EGG-1183-1721, UC-41, September 1979.

(G) EPA Form T2070-4 (10-79) (Potential Hazardous Waste Site-West Lake Landfill, Site No. MOD079900932, dated 11/06/85).

(H) Missouri Department of Natural Resources, Division of Environmental Quality, Laboratory Services Program Reports of Sample Analysis, dated 10/1/80, 10/29/80, 6/16/81 and 12/14/83. Samples collected on 10/1/80, 6/16/81 and 12/14/83 were collected off-site. Respondent has no knowledge as to whether contaminant levels reported from the off-site samples are either reflective of, or attributable to, conditions at the site.

Respondent is currently attempting to obtain copies of the following Exhibits 13-I and 13-J, and will produce same at such time as they are located.

(I) Interim Report on the Proposed Ground Water Sampling Program for the Primary Phase of the Hydrogeologic Investigation,

West Lake Landfill, St. Louis County, Missouri, October 1985  
prepared by Burns and McDonnell, Kansas City, Missouri.

(J) Hydrogeologic Investigation - West Lake Landfill  
Preliminary Phase Report, dated January 1985 prepared by Burns and  
McDonnell, Kansas City, Missouri.

14. Provide a description of the method of waste disposal  
(e.g. whether the waste was compacted or crushed prior to  
disposal), the thickness of waste deposited, and the amount of  
clean cover on top of the waste.

**ANSWER:**

In answering the foregoing, W. E. Whitaker (identified in  
Answer to Request for Information No. 1) was consulted.

Prior to the 1988 sale to Laidlaw Waste Systems Inc.,  
with respect to the demolition landfill, demolition material was  
deposited and compacted by a crawler cat in eight foot lifts, and  
then once per week the crushed material was covered with four  
inches of dirt. With respect to sanitary waste, sanitary wastes  
were deposited and compacted by a crawler cat or compactor in eight  
foot lifts and daily covered with four inches of dirt. Respondent  
has no knowledge of current waste disposal methods at the site.

15. Provide narrative and documentary information as to any  
waste West Lake Landfill, has ever had transported offsite,  
including but not limited to copies of:

15.1 Shipping manifests;

15.2 Shipping logs;

15.3 Receipts;

15.4 Weight tickets; and/or

15.5 Permits.

**ANSWER:**

In answering the foregoing, the following were consulted:  
W. E. Whitaker, Michael K. Luebbert and James J. Ohmes (each being  
identified in Answer to Request for Information No. 1).

To the best of Respondent's knowledge, information and  
belief, prior to July 29, 1988, no waste was ever transported off  
site by West Lake Companies except certain reusable, non-hazardous



materials such as cardboard, paper and copper wire which were purchaed by reclamation companies. Respondent has no knowledge as to whether subsequent to that date the current owners of Laidlaw Waste Systems (Bridgeton) Inc. have caused any waste to be transported off site.

16. Provide copies of any local, state or federal operating permits relating to waste production, storage, treatment or disposal at the site, including air, water, solid, or hazardous waste permits.

**ANSWER:**

Respondent understands that, as a result of the 1988 sale of West Lake Landfill, Inc. to Laidlaw Waste Systems Inc., West Lake Companies have no copies of, or information with regard to, permits related to landfill operations at the site. Permits related to quarry operation at the site are attached hereto as Exhibits 16-A through 16-D.

17. During the Respondent's ownership has the landfill ever closed or shut down for any period of time? If so, provide the dates and circumstances under which the landfill was closed.

**ANSWER:**

The landfill never closed or shut down during the period in which Respondent held an ownership interest in portions of the site and in West Lake Landfill, Inc.

18. Provide the names, addresses, and telephone numbers of all persons responsible for the financial recordkeeping for Respondent, past and present.

**ANSWER:**

For the continuous period from August 1984 to the present time, the employee responsible for Respondent's financial recordkeeping is Vincent M. Jones (see Answer to Request for Information No. 1 for address and telephone numbers). Mr. Jones' predecessor was the Reverend Monsignor Roland E. Gannon, Pastor of the Cathedral of St. Louis, 4431 Lindell Boulevard, St. Louis, Missouri 63108, telephone number (314) 533-2824; home address the same as above.

19. Provide copies of the meeting minutes of the corporate directors' meetings, for all the years during which Respondent held an interest or was affiliated with the site.

**ANSWER:**

Respondent does not have now, nor has it ever had, a Board of Directors. Consequently, no minutes of any meetings of a Board of Directors exist. The minutes of the West Lake Companies are contained in the 104(e) Responses of the respective companies.

20. Do you have any knowledge of releases of hazardous wastes or hazardous constituents (see 40 C.F.R. Part 261, Appendix VIII) into the environment (air, surface water, groundwater, or soil) from the site at any time in the past or present? If yes, provide a complete description of each release, including but not limited to:

20.1 Location of release;

20.2 Waste or constituents released;

20.3 Quantities of release;

20.4 Date of release;

20.5 Cause of release;

20.6 Environmental impact of release;

20.7 Response actions taken; and

20.8 Measures taken to prevent the recurrence of release.

**ANSWER:**

In responding to the foregoing, W. E. Whitaker (identified in Answer to Request for Information No. 1), was consulted.

According to the NRC Site Characterization Report, approximately 7900 metric tons of radioactively contaminated barium sulfate mixed with about 35,000 metric tons of soil were deposited at the West Lake Landfill in 1973. See NRC Site Characterization Report, page ix (produced in response to Request for Information No. 13 as Exhibit 13-E). The NRC Site Characterization Report does not disclose the source of information for the statement regarding total tonnage of soil deposited, and Respondent has been unable to confirm such statement independently. The location in which the materials were deposited is set forth in Answer to Request for Information No. 21.

According to the NRC Summary Report, concentrations of Uranium-238, Radium-226, Radium-223, Lead-211, Lead-212, Potassium-40, and Thorium have been detected at the site. See NRC Summary

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Report, page 8 (produced in response to Request for Information No. 13 as Exhibit 13-D).

A small area adjacent to the site, owned by Ford Motor Credit Corporation, being part of its Earth City development, may have been exposed to contamination from radioactive materials deposited at the West Lake Landfill site due to the action of wind or surface water runoff, farm operation dispersion or other means. Testing conducted by Dames & Moore, St. Louis, Missouri, showed that the small area in question which may have been exposed to radioactive materials from the West Lake Landfill site had radiation levels which were indistinguishable from ambient radiation levels observed at nearby off-site locations. See Dames & Moore, Phase II Investigation Final Report (D&M Job No. 19943-002-045) (June 26, 1990), pages 11-12 (produced herewith as Exhibit 20-A). Mr. John Basilico of Ford Motor Credit Corporation has informed Mr. W. E. Whitaker, President of West Lake Quarry and Material Company, that further testing at the site owned by Ford Motor Credit Corporation yielded soil samples having radiation levels of between 60 pCi and 120 pCi and showed that the groundwater on the property owned by Ford Motor Credit has not been contaminated. To help avoid contamination to the tract owned by Ford Motor Credit Corporation, additional dirt has been placed on top of the berm separating the two tracts.

According to a Missouri Department of Natural Resources ("MDNR") Memorandum dated October 2, 1980, from Burt McCullough to Bob Schreiber (hereinafter the "Memorandum"), produced herewith as Exhibit 20-B, it was alleged by Burt McCullough of the MDNR that 4,000 tons of residues from the production of insecticides and herbicides were deposited in the landfill by Chevron Chemical Company, and that the following wastes were also placed in the landfill: waste ink, esters, halogenated intermediates, oils, heavy metals, pigments, alcohols, wastewater sludges, asbestos, oily sludges, insecticides, aromatics and herbicides. Furthermore, according to a letter dated October 31, 1977, from Bud Stein, St. Louis Regional Office, MDNR, to William Canney, West Lake Landfill, Inc. (hereinafter the "Letter"), a copy of which is produced herewith as Exhibit 20-C, it was alleged that a "considerable amount of paint sludge in 55 gallon metal drums ha[s] been disposed of on the site." Respondent has no knowledge as to the truth of the assertions made in the Memorandum or in the Letter. The Annual Report dated January 1, 1987, of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites in Missouri, published by the MDNR (hereinafter the "Annual Report"), lists the following wastes as having been disposed at the site: organics, inorganics, solvents, pesticides, heavy metals, acids, bases, plating wastes and radionuclides. See Annual Report, page 47, an excerpt of which is produced herewith as Exhibit 20-D. However, the Annual Report

for Fiscal 1987 of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites in Missouri (hereinafter the "Fiscal Report"), only lists radionuclides as having been disposed of at the site. See Fiscal Report, page 141 (an excerpt of which is attached hereto as Exhibit 20-E).

21. Provide a detailed description of the area where radioactive materials were deposited at West Lake Landfill, including a legal description.

**ANSWER:**

Radioactive materials were deposited on the following two tracts of land identified on Exhibit 21-A as Radioactive Areas 1 and 2, respectively:

**Tract 1**

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line of U.S. Survey 131 and the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning and containing 6.29 Acres.

**Tract 2**

A tract of land in part of Lot 20, of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet of the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning and containing 28.09 Acres.

22. Describe in detail, the relationship between West Lake Landfill, Inc. and the Cotter Corporation, and the relationship between Respondent and the Cotter Corporation, regarding the disposal of hazardous substances at West Lake Landfill.

**ANSWER:**

To the best of Respondent's knowledge, information and belief, Cotter Corporation was the owner of the radioactive materials at the time they were deposited at the site by B & K Construction. At the time the materials were deposited at the site, to the best of Respondent's knowledge, information and belief, it was represented to West Lake Landfill, Inc. that the material being dumped at the site was clean dirt. West Lake Landfill, Inc. has never been affiliated with Cotter Corporation and, to the best of Respondent's knowledge, information and belief, has never had any contractual relationship of any kind with Cotter Corporation.

Respondent has never had any relationship with Cotter Corporation.

23. Provide information describing the amount of radioactive waste disposed at West Lake Landfill. Provide information about the ownership of the radioactive waste before its disposal at the landfill.

**ANSWER:**

According to the NRC Site Characterization Report, approximately 7900 metric tons of radioactively contaminated barium sulfate mixed with about 35,000 metric tons of soil were buried at the West Lake Landfill in 1973. See NRC Site Characterization Report, page ix (produced in response to Request for Information No. 13 as Exhibit 13-E). The NRC Site Characterization Report does not disclose the source of information for the statement regarding total tonnage of soil deposited, and Respondent has been unable to independently confirm such statement.

According to the NRC Summary Report, the owner of the radioactive materials is Cotter Corporation. See NRC Summary Report, page 1.

A history of the origin of the radioactive materials is produced herewith as Exhibits 23-A and 23-B.

24. With respect to all hazardous substances disposed at West Lake Landfill provide the following information:

- 24.1 Time period(s) over which each substance was disposed;
- 24.2 Quantity (weight and volume) of each substance disposed;
- 24.3 Nature and condition of any containers in which these wastes were placed before disposal;
- 24.4 Company name, address, and telephone number of each entity (individual, facility, generator, and/or transporter) offering these substances for disposal; and
- 24.5 Results of any sample analyses performed on these wastes before disposal.

**ANSWER:**

For the time period, quantity and transporter of the radioactive materials, see Answers to Requests for Information Nos. 20 and 23. Respondent is informed and believes that B & K Construction Company, the transporter of radioactive waste to the site, is no longer in business and that the radioactive materials were dumped at the site after having been mixed with dirt and were not placed in any containers. Respondent is not aware of any sample analyses having been performed prior to disposal.

Respondent does not know the time period during which any other hazardous substance, if any, was disposed of at the site, the quantity thereof, the nature or condition of any containers in which such wastes may have been placed prior to disposal, the names of any transporters to the site of such wastes, if any, or the results of any sample analyses performed on such wastes, if any, before disposal, other than the claims set forth in the documents referenced in paragraph (H) of the Answer to Request for Information No. 13 and in the last paragraph of the Answer to Request for Information No. 20.

25. Is Respondent covered by any type of liability insurance for sudden or non-sudden accidental releases of any hazardous substances or constituents or for any other liability resulting from your facility's handling of solvents, acids, metals or other hazardous substances? If so, please state:

25.1 The name and address of the insurer;

25.2 The number of the policy;

25.3 The effective dates of the policy;

25.4 The limits of liability; and

25.5 The name and address of the custodian of the policy.

**ANSWER:**

Respondent is not covered by any type of liability insurance for sudden or non-sudden accidental releases of any hazardous substances or constituents. Respondent's general liability insurance in effect during the period commencing with Respondent's receipt of an interest in the site and in the West Lake Companies through the present specifically excludes the following from coverage:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or

indirectly caused by seepage, pollution, or contamination.

- (2) The cost of removing, nullifying or cleaning up seeping, polluting, or contaminating substances.
- (3) Fines, penalties, punitive or exemplary damages.

26. If you are unable to obtain or provide any of the above information, please indicate the names and addresses of those individuals and/or corporations who would possess such information.

**ANSWER:**

Nuclear Regulatory Commission (formerly Atomic Energy Commission)

Department of Energy

Mallinckrodt, Inc.  
675 McDonnell Boulevard  
Hazelwood, Missouri 63042  
(314) 895-2000

Continental Mining and Milling Co.  
(Address Unknown)

Commercial Discount Corp.  
(Address Unknown)

Cotter Corporation  
2740 North Clayborn Avenue  
Chicago, Illinois 60614-1088  
(312) 975-2700

Commonwealth Edison  
(parent corporation of Cotter Corporation)  
(Address Unknown)

B & K Construction Co., Inc.  
(Address Unknown)

Laidlaw Waste Systems Inc.  
669 Airport Freeway, Suite 400  
Hurst, Texas 76053  
(817) 282-7580

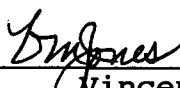


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Department of Natural Resources  
State of Missouri  
P.O. Box 176  
Jefferson City, Missouri 65102  
(314) 751-3443

I certify that the foregoing is true to the best of my  
information, knowledge and belief, as of July 18, 1991.

MOST REVEREND JOHN L. MAY ARCHBISHOP  
OF THE ARCHDIOCESE OF ST. LOUIS

By:   
Vincent M. Jones  
Authorized Representative

## EXHIBITS

<u>Exhibit*</u>	<u>Description</u>
7-A	Map of site showing 8 parcels
8-A	Map of site showing 8 parcels
8-B	Will of Vertice R. Cruse
8-C	Will of Catherine H. Cruse
8-D	Order of Partial Distribution in the Estate of Catherine H. Cruse dated August 31, 1984 and Fifth Amended Inventory and Appraisement
8-E	Order of Partial Distribution in the Estate of Vertice R. Cruse dated August 31, 1984 and Verified Inventory of Partnership
8-F	Quit-Claim Deed from Executors of Will of Catherine H. Cruse to Cardinal Glennon Memorial Hospital for Children, <u>et al.</u> dated February 6, 1985
8-G	Quit-Claim Deed from Cardinal Glennon Children's Hospital, <u>et al.</u> to Archdiocese <u>et al.</u> dated March 27, 1985
8-H	Quit-Claim Deeds from Cardinal Glennon and Little Sisters of the Poor to Archdiocese, each dated December 31, 1987
8-I	Quit-Claim Deed from Archdiocese, <u>et al.</u> redistributing their undivided 50% interest dated January 15, 1988
8-J	General Warranty Deed from Archdiocese, <u>et al.</u> to West Lake Landfill dated July 29, 1988
8-K	General Warranty Deed from West Lake Landfill, Inc. to Rock Road Industries dated July 29, 1988
8-L	General Warranty Deed from Trump heirs to Laidlaw (Bridgeton) dated January 25, 1990
8-M	General Warranty Deed from Trump heirs to Rock Road Industries dated January 25, 1990

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\* Exhibit numbers correspond to 104(e) Request for Information numbers

<u>Exhibit*</u>	<u>Description</u>
8-N	General Warranty Deed from Trump heirs to West Lake Quarry dated January 25, 1990
8-O	General Warranty Deed from Archdiocese, <u>et al.</u> to West Lake Quarry dated January 25, 1990
8-P	General Warranty Deed from Archdiocese, <u>et al.</u> to Rock Road Industries dated January 25, 1990
8-Q	Map of site showing current ownership
8-R	Chart showing real estate interests and corporate ownership
10-A	Portion of Sherbut & Associates survey
13-A through 13-J	Reports and sampling data
16-A	Permit to Operate Cyclone Collector, dated June 1, 1976
16-B	Permit to Operate Dust Suppression System, dated August 7, 1979
16-C	Permit to Operate Baghouse-400 SCFM, dated August 10, 1987
16-D	NPDES Authorization to Discharge, effective December 30, 1988 through October 31, 1993
20-A	Dames & Moore Phase II Final Report dated June 26, 1990
20-B	MDNR Memorandum dated October 2, 1980
20-C	MDNR Letter to William Canney dated October 31, 1977
20-D	MDNR Annual Report, page 47
20-E	MDNR Fiscal Report, page 141

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\* Exhibit numbers correspond to 104(e) Request for Information numbers

Exhibit\*

Description

23-A	Origin of material and history of license, dated November 17, 1980
23-B	Diagram of radioactive waste chronology

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\* Exhibit numbers correspond to 104(e) Request for Information numbers

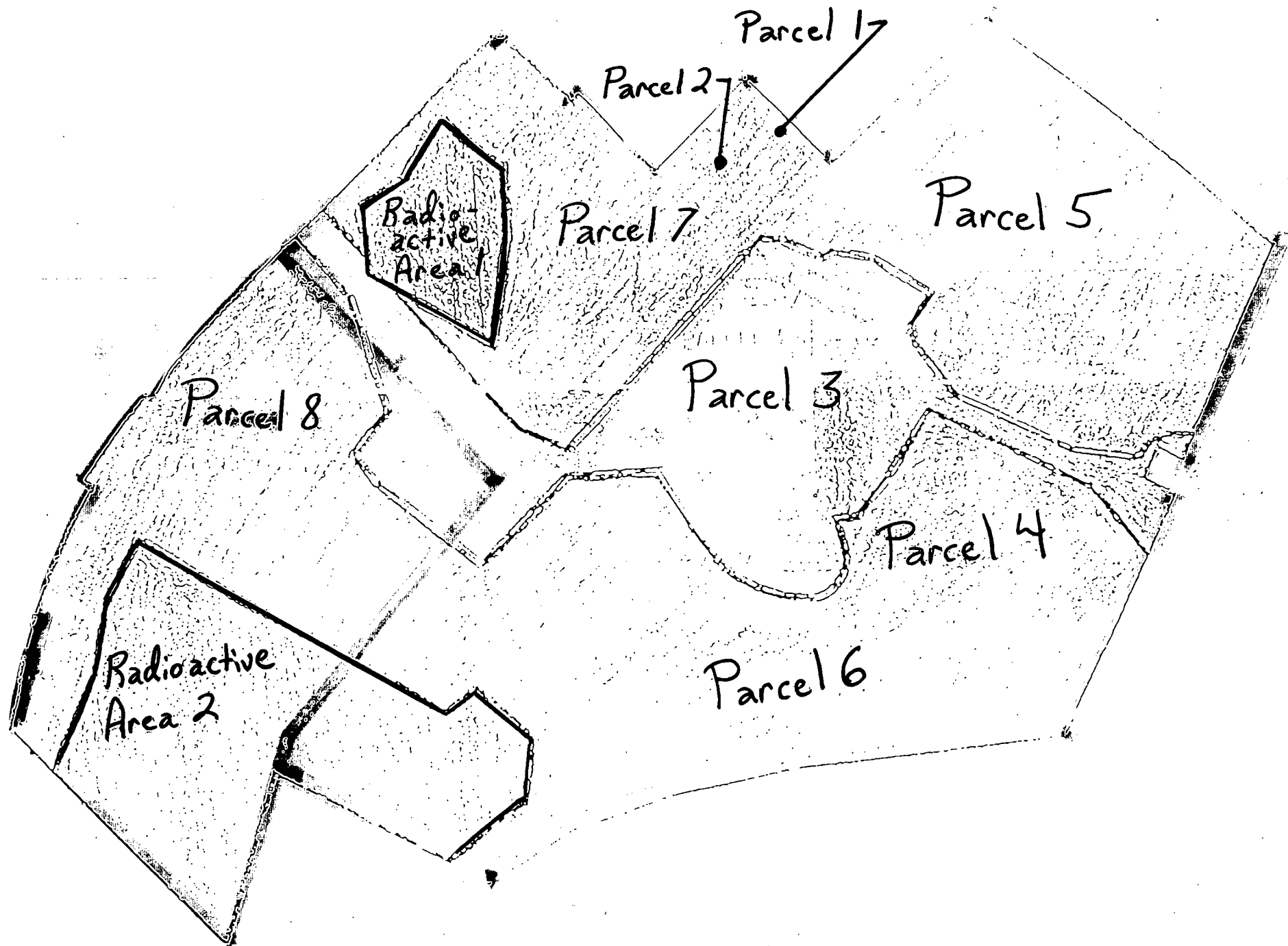


Exhibit 7-A

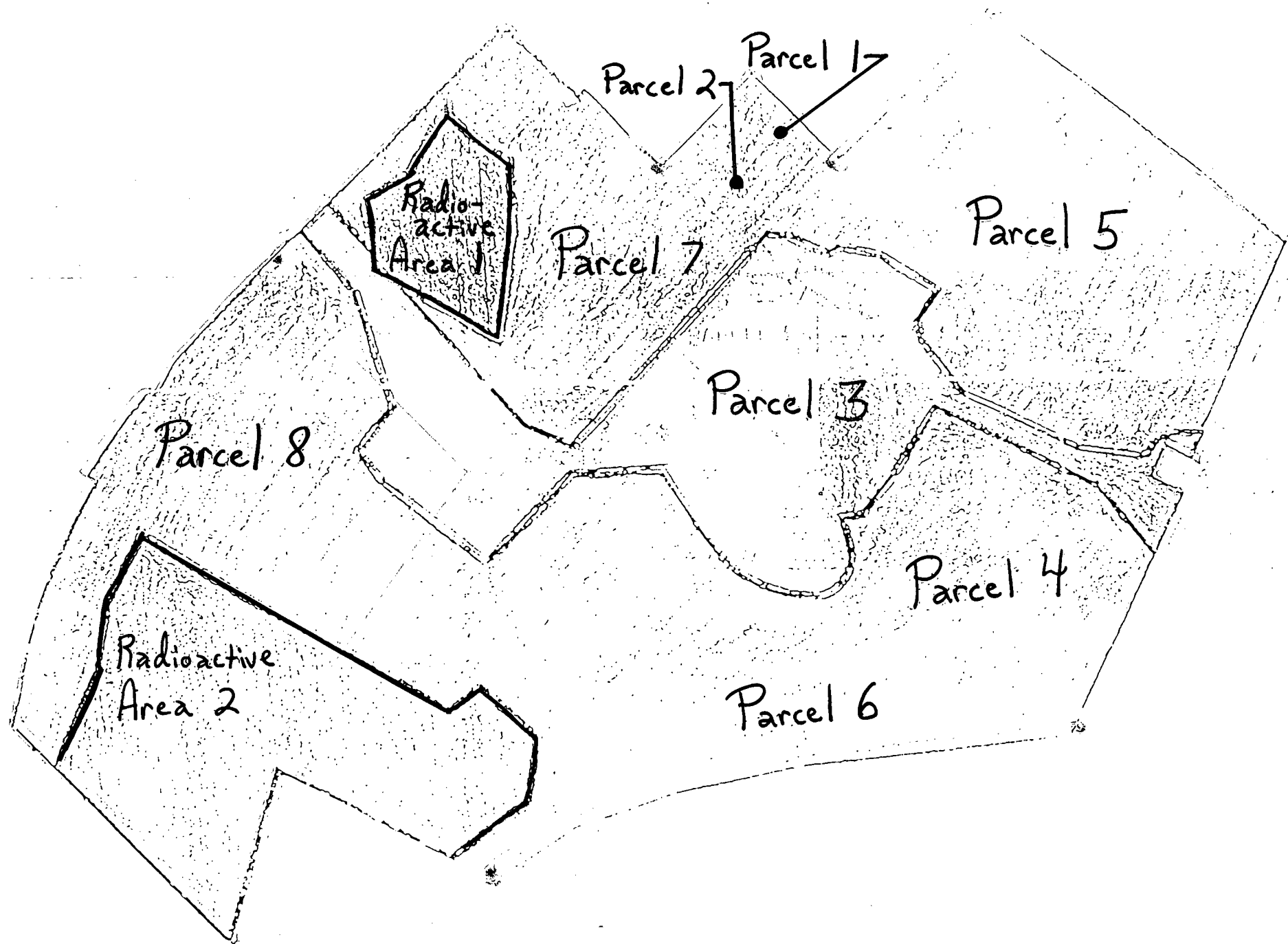


Exhibit 8-A

LAST WILL AND TESTAMENT

OF

VERTICE R. CRUSE

I, VERTICE R. CRUSE, a resident of the City of St. Louis, State of Missouri, being of sound and disposing mind and memory, do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby revoking all wills and codicils heretofore made by me.

ITEM ONE: I direct that all of my just debts including the expenses of my last illness and funeral be paid out of my estate as soon after my decease as may be found convenient.

ITEM TWO: I give, devise, and bequeath to CATHERINE H. CRUSE, my wife, if she survives me, as her absolute property, all of my clothing, jewelry, books, pictures, articles of personal use or diversion, automobiles, gold and silver plate, household goods, provisions, furniture, furnishings and equipment (if I own any property of said description at my death); if my said wife does not survive me then said property, if any, shall be and become a part of the rest and residue of my estate.

ITEM THREE: I direct that there be paid from my estate to the Pastor or Acting Pastor of ~~OUR LADY OF MOUNT CARMEL~~ PARISH located in the City of St. Louis, Missouri, provided I am living in said parish at the time of my death or if not then to the Pastor or Acting Pastor of whatever parish I am living in at the time of my death, the sum of One Thousand Dollars (\$1,000.00) to be used and applied as stipends or alms for as many low Masses to be said in memory of me and for the repose of my soul for which said sum is the customary offering. The receipt of whomsoever is Pastor or Acting Pastor of said parish at the time of the payment of this amount shall suffice for the purposes of my estate.

ITEM FOUR: If my wife CATHERINE H. CRUSE shall survive me, I give, devise and bequeath to CATHERINE H. CRUSE, my wife, EDWARD L. WIESE and MERCANTILE TRUST COMPANY, a Missouri corporation, and their successors, as Trustees, to hold and administer as a separate Trust in accordance with the provisions of this ITEM FOUR, an amount equal to the maximum marital deduction allowed with respect to my estate under the provisions of the Internal Revenue Code upon the basis of the value of my adjusted gross estate as finally determined for Federal Estate Tax purposes less the value of any property or interests in property qualifying for said marital deduction which pass or which have already passed to my said wife under any other provision of my will, by operation of law, or otherwise. The gift, devise and bequest made by this ITEM FOUR may be satisfied

FIRST PAGE OF MY WILL Vertice R. Cruse

Exhibit 8-B

either in cash or in kind, or both, as determined by my Executors, but exclusively from assets qualifying for said marital deduction. I fully realize that my Executors have the right to use an optional valuation date in determining the value of my adjusted gross estate for Federal Estate Tax purposes and that the exercise or non-exercise of such right will determine the amount of the gift, devise or bequest made by this ITEM FOUR.

(a) The entire income from the Trust created under this ITEM FOUR shall be paid to my said wife CATHERINE H. CRUSE in installments not less frequently than quarterly, as long as she shall live.

(b) Upon the death of my said wife the entire corpus remaining in the Trust created under this ITEM FOUR of my will shall be paid over, conveyed and distributed to such person or persons, or to the estate of my said wife, free from all trusts created hereunder, in such manner and in such proportions as my said wife may designate and appoint in and by her Last Will and Testament. Such power of appointment hereby conferred upon my said wife shall be exercisable by her alone and in all events.

(c) Upon the death of my said wife, in the event she shall default, in whole or in part, in the exercise of the power of appointment granted to her under the provisions of this ITEM FOUR of my will, the remaining unappointed corpus of the Trust created under this ITEM FOUR of my will shall be added to the Trust created under the provisions of ITEM SIX of my will, and shall be held, managed and distributed under and pursuant to the provisions of ITEM SIX of my will.

(d) If at any time, or from time to time, the income payable to my said wife under the provisions of this ITEM FOUR, together with all other income available to her, of which the Trustees shall have knowledge, shall be insufficient in the opinion of the Trustees acting jointly to provide adequately for her comfortable maintenance, support and welfare, taking into consideration the manner of living to which she shall have become accustomed and her station in life, then the Trustees may pay to my said wife out of the corpus of the Trust created under this ITEM FOUR such sum or sums as said Trustees shall deem advisable for such purposes, and the judgment of said Trustees as to the propriety and amount of any such encroachments upon the corpus of such Trust shall be binding and conclusive upon all persons whomsoever. It is my desire that the welfare of my said wife to the extent that she is to have every reasonable care and support for the purposes stated is to be preferred to preserving the corpus of the Trust.



(e) At the death of my said wife any undistributed income of the Trust created under this ITEM FOUR shall be considered to be a part of and be distributed to the estate of my said wife.

(f) The right of my said wife to all income from the Trust created under this ITEM FOUR shall not be subject to assignment, alienation, pledge, attachment or claims of creditors.

(g) The Trustees shall have such other powers and duties as are set out in ITEM SEVEN hereof.

ITEM FIVE: I direct my Executors to pay, out of the rest, residue and remainder of my estate, all estate taxes, inheritance taxes and succession duties assessed by the United States, any state thereof, or any foreign government against my estate, predicated upon my death as the taxable event, including but not by way of limitation, any insurance policies, joint property, tenancies by the entirety, trusts, gifts, or appointive property which may be included as a part of my estate for tax purposes, or against any gift, devise or bequest; in no event shall any of such taxes and duties be paid out of the amount to be held and administered as a separate Trust in accordance with the provisions of ITEM FOUR hereof. Such taxes and succession duties as my Executors are hereby directed to pay shall not be charged against or deducted from any such gift, devise or bequest upon or by reason of which such taxes are assessed and paid and shall not be collected from or charged to the beneficiary or beneficiaries of any such insurance policy or policies or the owner or recipient of any property included as a part of my estate for tax purposes. My Executors shall not, however, be charged with the payment of any Missouri inheritance tax which cannot be determined finally as of the date of my death.

ITEM SIX: All the rest, residue and remainder of my estate, real and personal, of whatsoever nature and wheresoever situate, which I may own or have the right to dispose of at the time of my decease, and whether acquired before or after the execution of this will, I give, devise and bequeath to CATHERINE H. CRUSE, my wife, EDWARD L. WIESE and MERCANTILE TRUST COMPANY, a Missouri corporation, and their successors, as Trustees, to hold and administer as a separate Trust or separate trusts, as the case may be, in accordance with the provisions of this ITEM SIX.

(a) The net income from the Trust created under this ITEM SIX shall be paid to my said wife CATHERINE H. CRUSE, at least annually, and, so far as practicable, by approximately equal monthly or other convenient installments during each year, as long as she shall live.

I hereby authorize the Trustees to encroach upon the corpus of the Trust created under this ITEM SIX for the purpose of reasonable care, maintenance and support of my wife CATHERINE H. CRUSE in a standard of living to which she has been accustomed, if this becomes necessary in the opinion of the Trustees, or to provide against any emergency which may arise affecting her, occasioned by sickness, accident, ill health, affliction, misfortune or otherwise, and the Trustees may make such encroachments from time to time and in such amounts as they may consider reasonable and necessary under the circumstances for the purposes stated; provided that my wife shall not participate in any decision as to encroachment for her benefit. In determining the necessity for any such encroachment, consideration shall be given to the separate property, if any, owned by my said wife and any income reasonably available to her from sources other than the Trust created under this ITEM SIX. Encroachments on corpus need not be made good out of later income accruing to my said wife or to said Trust. It is my desire that the welfare of my said wife to the extent that she is to have every reasonable care and support for the purposes stated is to be preferred to preserving the corpus of the Trust.

(b) My said wife shall have the right, by request in writing to the Trustees, to withdraw from the corpus of the Trust created under this ITEM SIX, in each calendar year during her lifetime five per cent (5%) of the aggregate value of the corpus of said Trust at December 15 of such year without reduction for the corpus withdrawal made or requested for such year; such withdrawal may be at one time or from time to time during each year and shall not be cumulative so that if withdrawal is not made during a particular calendar year for the full amount subject to withdrawal for that calendar year, the right to make such withdrawal shall lapse and become of no force and effect as of the close of that calendar year.

(c) Upon and after the death of my said wife, the Trust created under this ITEM SIX shall be held, administered or distributed, as the case may be, in accordance with the following provisions:

(1) One Hundred Sixty Thousand Dollars (\$160,000.00) thereof, in cash or securities or both at their fair value as determined by my Trustees and any such determination made in good faith shall be binding on all concerned, or in the event said Trust shall then be less than One Hundred Sixty Thousand Dollars (\$160,000.00) at its fair value, then all of said Trust shall be first set aside and shall be held, administered or distributed, as the case may be, in accordance with the following provisions:

A. One Hundred Thousand Dollars (\$100,000.00) thereof in cash or securities or both at their fair value as

determined by the Trustees shall be held in a separate trust for the benefit of my brother REX G. CRUSE. So long as my said brother REX G. CRUSE shall live, the Trustees shall pay over to my said brother, for and during his life, the sum of Five Hundred Dollars (\$500.00) per month, using first the income of said trust assets, and if that be not sufficient then part or all of the corpus thereof. Any net income of said trust assets in excess of the Five Hundred Dollars (\$500.00) per month required to be paid to my said brother shall be added at the end of each year to the corpus of said separate trust. Upon and after the death of my said brother, the trust estate shall terminate, and both corpus and accrued and undistributed net income thereof shall be paid over, free from trust, to the ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF ST. LOUIS for charitable purposes in the State of Missouri of his approval; the receipt of whomsoever is Archbishop or Canonical Administrator of the Archdiocese of St. Louis at the time of said payment shall be sufficient for the purposes of said trust.

B. Fifty Thousand Dollars (\$50,000.00) thereof in cash or securities or both at their fair value as determined by the Trustees shall be held in a separate trust for the benefit of MARGARET GRADY, a cousin of my wife CATHERINE H. CRUSE. So long as said MARGARET GRADY shall live, the Trustees shall pay over to said MARGARET GRADY, for and during her life, the sum of Five Hundred Dollars (\$500.00) per month, using first the income of said trust assets, and if that be not sufficient, then part or all of the corpus thereof. Any net income of said trust assets in excess of the Five Hundred Dollars (\$500.00) per month required to be paid to said MARGARET GRADY shall be added at the end of each year to the corpus of said separate trust. Upon and after the death of said MARGARET GRADY, the trust estate shall terminate, and both corpus and accrued and undistributed net income thereof shall be paid over, free from trust, to the ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF ST. LOUIS for charitable purposes in the State of Missouri of his approval; the receipt of whomsoever is Archbishop or Canonical Administrator of the Archdiocese of St. Louis at the time of said payment shall be sufficient for the purposes of said trust.

C. Five Thousand Dollars (\$5,000.00) thereof shall be paid, free from trust, to my brother CECIL E. CRUSE; provided, that in the event my said brother shall not then be living then this provision shall automatically terminate and become of no force and effect.

D. Five Thousand Dollars (\$5,000.00) thereof shall be paid, free from trust, in parts of One Thousand Dollars (\$1,000.00) each to the following named nieces and nephews of mine, SANDRA CRUSE, GAYNELL CRUSE, WILLIAM J. HART, RAELENE C. HART and ROBERT L. HART; provided, that in the event

any of said above-named nieces and nephews of mine are not then living, then the respective provision to each such deceased niece or nephew shall automatically terminate and be of no force and effect.

E. In the event the amount first set aside under this subsection (1) of section (c) of ITEM SIX of this my Last Will and Testament shall be less than One Hundred and Sixty Thousand Dollars (\$160,000.00), then each and all of the amounts provided in subsections A, B, C and D just hereinabove shall be pro rata reduced so that the amounts thereof will bear the same proportions to the total actually available as the original amounts bore to One Hundred Sixty Thousand Dollars (\$160,000.00).

(2) All of the balance of said Trust after provision for the amount provided in subsection (1) of this section (c) of ITEM SIX together with such additional, if any, amounts as may become available by reason of the death of one or more of the persons named in subsections C and D of section (1) of this section (c) shall be paid, free from trust, to the ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF ST. LOUIS for charitable purposes in the State of Missouri of his approval; the receipt of whomsoever is Archbishop or Canonical Administrator of the Archdiocese of St. Louis at the time of the payment of this legacy shall be sufficient for the purposes of this Trust.

(d) Neither the corpus nor the income of any trust herein created shall be liable for the debts of any beneficiary thereof, nor shall the same be subject to seizure by any creditor of any beneficiary under any writ or proceeding at law or in equity, and no beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner to anticipate or dispose of his or her interest in the trust or the income produced thereby.

(e) During the term of any trust hereunder if at any time, or from time to time, it shall appear to the satisfaction of the Trustees that my wife or any income beneficiary of said trust has become disabled, either mentally or physically, by illness, other infirmity or accident, to such an extent that said beneficiary is unable to receive income or corpus otherwise payable hereunder to said respective beneficiary and use the same for his or her best interest and welfare, then during each such period of disability the income, and in the event of encroachment, also corpus, otherwise payable hereunder to said respective beneficiary, shall be used and applied by the Trustees (without the intervention of a curator or guardian) for the care, welfare and comfort of said respective beneficiary, in such manner and to such extent as the Trustees deem to be for the best interest and welfare of such respective beneficiary, and any income not applied as aforesaid shall be paid to said respective beneficiary upon

resumption of direct payments of income to said beneficiary, or if such direct payments of income be not resumed, then such income shall be distributed as herein provided for undistributed income at the death of such beneficiary.

(f) The Trustees shall have full power to determine whether any money or other property coming into their hands concerning which there may be any doubt shall be considered as a part of the corpus or income of the trust and to apportion between such corpus and income any loss or expenditure in connection with the trust as to them may seem just and equitable.

The Trustees shall apply the entire net income of all securities at any time held hereunder to the use of the beneficiary for whom they are held, irrespective of the price paid for them, it being intended that the Trustees shall not, out of income, amortize premiums paid for securities nor make additions to income because of the purchase of securities at a discount.

(g) The Trustees shall have such other powers and duties as are set out in ITEM SEVEN hereof.

ITEM SEVEN: The following powers shall be applicable separately to each of the trusts created hereby, to-wit:

(a) The Trustees shall have full power and authority to manage and control the trust and they may invest and reinvest all or any part of the trust in such stocks, common and/or preferred, debentures, shares or participations in any common funds, bonds, notes, securities or other property, real or personal, domestic or foreign, whether of the class or kind now or hereafter ordinarily approved or held to be lawful for the investment of trust funds or not, as they may in their absolute discretion select, and they may make and change such investments from time to time according to their discretion and may sell, exchange, lease (for terms extending beyond the termination of the trust or otherwise), grant options, rent, assign, transfer or otherwise dispose of all or any part thereof, upon such terms and conditions as they may see fit. The Trustees shall have power to continue to hold any stocks, securities or other property which they may receive or acquire hereunder and are authorized to retain as investments, without regard to diversification and without liability for loss in so doing, any such stocks, securities or other property so received or so acquired, (specifically including but not by way of limitation any and all stock or other securities issued by West Lake Quarry and Material Company, West Lake Ready Mix Co., and West Lake Landfill, Inc., all Missouri corporations, or any of them) even though such stocks, securities or other property may at any time constitute a disproportionate amount or all of the trust, and without incurring any liability on account of such retention. The Trustees may invest any part of the trust in property located outside of the State of Missouri.

The Trustees shall have power and authority to purchase improved real property, whether or not same is encumbered, and if encumbered regardless of the amount thereof, such purchase to be only for cash; they shall have power to operate, manage and maintain any such real property, buildings or other improvements and to refinance encumbrances thereon. The Trustees may alter, repair, remodel, reconstruct or wreck and remove improvements on real property and may build new improvements.

(b) The powers, rights, obligations, duties, discretions, privileges and immunities herein granted to the Trustees shall not be restricted, limited or affected by reason of the fact that any Trustee or Trustees hereunder may now or in the future be acting in a fiduciary or representative capacity for any person, firm, corporation, trust, estate or other entity with whom or which the Trustees hereunder may desire to effect transactions or have dealings and said fact shall not disqualify or render unable to act any Trustee hereunder in any such matter.

(c) The Trustees shall have power and authority to form or cause to be formed a corporation or corporations under any appropriate laws and to transfer and convey all or any part of the trust to any such corporation or corporations in payment for all or any part of the stock or securities thereof or otherwise. The Trustees shall be authorized to vote or cause to be voted any stocks or other securities held by the trust for election of any individual Trustee or any officer or employee of a corporate Trustee as directors or officers of any corporation in which the trust shall hold securities, regardless of whether said office is with or without salary or emoluments.

(d) The Trustees shall have power to exercise all voting and other rights of whatsoever nature pertaining to securities and to grant proxies, discretionary or otherwise, in respect thereof. The Trustees are authorized in their sole discretion to register and hold title to any or all property of the trust, either in their own name or in the name of a nominee or nominees or in the name of a corporate Trustee, without revealing the existence of the trust.

Should any corporation in which the trust holds stock or other securities at any time offer or propose to reorganize or to consolidate or merge with another corporation or corporations, or offer exchange of its shares, or in any manner alter, change, enlarge, curtail or amend its organization, its charter powers, or its financial structure, then in any such event and from time to time the trust, through its Trustees, may exercise any choice, option, right or privilege by way of vote, subscription, exchange or otherwise, including the exercise of any rights or privileges extended to the stockholders or other security holders of such corporation, to

participate to such extent as said Trustees may deem advantageous to the trust, and may do any and all such things in connection therewith as may be convenient or necessary and to the best interests of the trust in the opinion of said Trustees.

(e) Except as specifically provided as to the Trust created under ITEM FOUR of this my will, at the death of any beneficiary hereunder any accrued net income and undistributed net income of his or her separate trust shall go to the next estate as income unless such separate trust terminates upon the death of such beneficiary, in which event said accrued and undistributed net income shall be distributed as a part of the corpus of such separate trust.

(f) The Trustees shall have full power to litigate, compromise, adjust and settle all claims arising out of or in connection with the trust property.

(g) The Trustees are authorized, whenever there shall be a division or distribution of any property or trust estate hereunder, or any part thereof, to make such division or distribution in kind or in money, or partly in kind and partly in money, and in setting up any part of any property or trust for administration, as a separate trust or otherwise, the Trustees may allot to such part or separate trust specific securities or other property, real or personal, or undivided interests in such property, and shall determine the value of the property allocated as aforesaid, and all decisions by and acts of the Trustees, made in good faith, in selecting and evaluating assets or undivided interests therein, as above provided, shall be conclusive and binding on all parties in interest.

(h) The Trustees hereunder shall receive compensation for their services according to the schedule of fees of MERCANTILE TRUST COMPANY in effect at the date of the execution hereof.

(i) In the event of the death, resignation, inability or refusal to act of CATHERINE H. CRUSE as one of the individual Trustees, then my brother REX G. CRUSE shall act as an individual Trustee in her place and stead, and in the event of a further vacancy on account of the death, resignation, inability or refusal to act of my said brother, then the position of said individual Trustee shall be vacated. In the event of the death, resignation, inability or refusal to act of EDWARD L. WIESE as an individual Trustee, the position of said individual Trustee shall be vacated. In the event both positions of individual Trustees shall be vacated then MERCANTILE TRUST COMPANY shall act as sole Trustee. Every successor Trustee and the sole Trustee shall automatically be vested with the same rights, powers and immunities as herein conferred upon my originally named three (3) Trustees, all with the same force and effect as if that successor Trustee or said sole Trustee had been originally named as Trustees or Trustee hereunder.

In case said MERCANTILE TRUST COMPANY, named herein as corporate Co-Trustee or sole Trustee, or any other corporate Trustee hereunder, should at any time resign, be disqualified or unable or unwilling to act as such corporate Co-Trustee or sole Trustee, a successor corporate Trustee to act as Co-Trustee or sole Trustee, as the case may be, shall be selected and designated in writing by the individual Trustees or Trustee then acting, but if there be no individual Trustee then acting, then said successor corporate Trustee shall be selected and designated in writing by my wife, if she then be entitled to receive the income from the trust, but if she be not then entitled to said income, such successor corporate Trustee shall be so designated by all of the beneficiaries then entitled to the income who are sui juris and competent to act, and if there be no such beneficiaries, then by the corporate Trustee which is to be so replaced. Such written selection and designation shall in each case be deemed sufficient if the writing evidencing the same be delivered to the successor corporate Trustee so designated.

Resignation or refusal to act of any Trustee herein may be evidenced by a writing signed by such Trustee and acknowledged in the same manner as deeds of real estate are required to be acknowledged by the law in effect in Missouri at that time, and delivered to the other Co-Trustees or Co-Trustee, or if there be none, then said resignation may be filed for record in the office of the Recorder of Deeds of the City of St. Louis.

ITEM EIGHT: No person or corporation named herein as Trustee or Co-Trustee in any trust under this will, or named as Executor or Co-Executor of this will, shall be required to give bond as such, but, if bond for any reason shall nevertheless be required by a proper court, the cost of such bond shall be paid out of said trust or out of my estate, as the case may be.

No person or corporation acting as such Trustee or Co-Trustee, or acting as Executor or Co-Executor of this will, shall at any time be held liable for mistake of law or of fact, or of both law and fact, or errors of judgment, nor for any loss coming to said estate or to any beneficiary hereunder, or to any other person, except through actual fraud or willful misconduct on the part of the Trustee or Executor to be charged. If this provision shall be held invalid as to any class of persons or instances, such fact shall not impair its application to all other classes of persons and instances.

Every action taken by the Trustees pursuant to the powers conferred hereby, or any decision made by the Trustees in the exercise of the discretion herein given to them, shall be conclusive and binding upon all persons concerned therein or affected thereby.



ITEM NINE: I hereby direct that the provisions herein made for my wife CATHERINE H. CRUSE shall be in lieu and in full satisfaction of and not in addition to exempt property, homestead allowance, property by right of descent, and every right, property, interest, estate or allowance, statutory or otherwise, to which my said wife might otherwise be entitled excepting only her statutory right to a reasonable allowance for maintenance during the period of one (1) year after my death; in the event my said wife should renounce my will or elect to take in contravention thereof, then from and after the date of such renunciation or election to take in contravention thereof, all of her rights in the Trusts created under the provisions of ITEMS FOUR and SIX of this my will shall cease and said trusts shall thereafter be administered, held, managed and distributed in all respects as if my said wife had died without in any way exercising the power of appointment given her under the provisions of ITEM FOUR of this my will.

ITEM TEN: I hereby nominate, constitute and appoint CATHERINE H. CRUSE, my wife, and EDWARD L. WIESE as Executors of this my Last Will and Testament; in the event that my said wife shall die, resign, be disqualified or unable or unwilling to act as such Co-Executor, then I nominate, constitute and appoint MONSIGNOR ROLAND GANNON, now Treasurer of the Archdiocese of St. Louis, provided he is Treasurer of said Archdiocese at the time of my death, and in the event he is not Treasurer of the Archdiocese of St. Louis at the time of my death, then the successor to my wife as Co-Executor shall be the then Treasurer of the Archdiocese of St. Louis. In the event that EDWARD L. WIESE shall die, resign, be disqualified or unable or unwilling to act as Co-Executor, then I nominate, constitute and appoint my brother REX G. CRUSE to act as Co-Executor in his place and stead, and in the event my said brother shall also die, resign, be disqualified or unable or unwilling to act as such Co-Executor, then I nominate, constitute and appoint MERCANTILE TRUST COMPANY, a Missouri corporation, as Co-Executor in his place and stead. I direct that no bond shall be required of any person or corporation named as Executor or Co-Executor of this my will.

I authorize my Executors, in their discretion, to retain any stocks, securities or other property which I may own at the time of my death, without regard to the requirements of diversification and without incurring any liability on account of such retention, and to make final distribution of my estate in cash or in kind, or both, in their sole discretion.

I authorize and empower my Executors to distribute, at any time and from time to time during the administration of my estate in the Probate Court, all or any part of the net income thereof direct to the beneficiary or beneficiaries of the separate trusts who would be then entitled thereto if said trusts had at the time of any such distribution been set up and all of my residuary estate distributed as hereinbefore

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament, consisting of twelve (12) type-written pages, each bearing my signature, at the City of St. Louis, Missouri, this       day of       , 1963.

(SEAL)

memory.

407 1/8" x 5/8" x 1/2" x 1/4"

2.5.7.7

507 N. 2nd St. Seattle, Wash.

1. E. H. H. H.

457 1740 9546, 12

# Last Will and Testament

OF

CATHERINE H. CRUSE

I, CATHERINE H. CRUSE, a Widow not since remarried, presently residing in the City of St. Louis, State of Missouri, being of sound mind and memory, do make, publish and declare this instrument to be my Last Will and Testament, and I do hereby revoke any and all former Wills and Codicils heretofore made by me.

## ARTICLE I

I direct my Executor to pay all of my just debts including the expenses of my last illness, funeral and burial.

## ARTICLE II

I hereby confirm the ownership by survivorship and beneficiary designation of certain insurance and other property which I have made payable to certain persons as beneficiary or joint owner with a right of survivorship.

## ARTICLE III

I give and bequeath to my Cousin, MARY SCHWENINGER, if she survives me, all of my tangible personal property, including specifically, without thereby limiting the generality of the foregoing description, all of my clothing, household equipment, consumable stores, jewelry, art objects, furniture, furnishings, books, automobiles, and other similar items of personal and domestic use or ornament (but not including money, securities or the like), together with the insurance thereon. If MARY SCHWENINGER should fail to survive me, I give and bequeath such tangible personal property to THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS.

## ARTICLE IV

A. I give and bequeath the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) to my Cousin, MARY SCHWENINGER, if she survives me.

Page One of My Last Will and Testament

Catherine H. Cruse  
W.A.R.  
J.M.C.  
ELJ

Exhibit 8-C

In the event the said MARY SCHWENINGER does not survive me as determined by the provisions of this, my Last Will and Testament, I give and bequeath this sum of FIFTY THOUSAND DOLLARS (\$50,000.00 to the brothers and sisters of the said MARY SCHWENINGER, in equal shares, who survive me as determined by the provisions of this, my Last Will and Testament, or all to the survivor thereof if but one survives me. In the event no brother or sister of the said MARY SCHWENINGER survives me as determined by the provisions of this, my Last Will and Testament, this legacy shall lapse.

B. I give and bequeath the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) to WILLIAM J. McCULLOUGH, if he survives me.

C. I give and bequeath the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to CATHERINE QUIBEL, if she survives me.

#### ARTICLE V

I have been granted a general testamentary power of appointment by ITEM FOUR (b) of the Last Will and Testament of my late husband, VERTICE R. CRUSE, who died on June 27, 1972, after executing his Will on April 23, 1963. I hereby declare that this Will is my "Last Will and Testament," that I intend to exercise said power of appointment, and that the language of Article VI hereof (and, to the extent necessary, Article IV hereof) shall constitute an exercise of such power of appointment. Nothing herein shall be deemed to be an exercise of any power of appointment or power of withdrawal under ITEM SIX or any other portion of my late Husband's Will.

#### ARTICLE VI

I give, devise and bequeath all the rest, residue and remainder of my property (real, personal and mixed), tangible or intangible, wheresoever situated, which I may own at the time of my death, or have the power to appoint, including any lapsed, void or ineffective legacies (hereinafter called the Residue) in equal shares to:

Page Two of My Last Will and Testament

Catherine H. Cruse

N.A.K.  
JMC  
ECJ

A. The LITTLE SISTERS OF THE POOR, a Missouri corporation, for its general charitable purposes.

B. THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a Missouri corporation, for its general charitable purposes.

C. THE SHRINE OF ST. JUDE, in Chicago, Illinois, for its general charitable purposes.

D. CARDINAL GLENNON MEMORIAL HOSPITAL FOR CHILDREN, St. Louis, Missouri, for its general charitable purposes.

If any one or more of these beneficiaries should fail to qualify as a charitable legatee, bequests to which are exempt from Federal Estate Tax, the entire Residue shall go to the others, but if all of such beneficiaries should so fail to qualify, the Residue shall pass to one or more charities selected by my Executor which do so qualify, preferably as similar as possible to the four I have named. I should be pleased if each such beneficiary would appropriately identify a fund, building, equipment, or other item as a perpetual memorial to VERTICE R. and CATHERINE H. CRUSE.

#### ARTICLE VII

I direct my Executor to pay (without right of reimbursement) any estate, inheritance, succession, legacy and transfer taxes (including any interest and penalties thereon) which shall be lawfully levied, assessed, or imposed as a result of my death by the United States of America, any state, sovereignty, or taxing power (including any foreign taxing authority) against my estate or any part thereof or against any beneficiary of any of my gifts, bequests, devises, transfers, trusts, insurance and annuity policies, powers of appointment, property appointed or property of which I may be a joint owner. None of such taxes shall be charged against any such beneficiary, survivor, donee, benefaction or trust.

Page Three of My Last Will and Testament

*Catherine H. Cruse*

N.G.K.  
JMC  
247

ARTICLE VIII

No beneficiary hereunder shall be deemed to have survived me unless such beneficiary survives me by thirty (30) days.

ARTICLE IX

I hereby nominate, constitute and appoint as Executors of this, my Last Will and Testament, WILLIAM J. McCULLOUGH and JACK J. SCHWARTZ, who are to serve jointly. If either the said WILLIAM J. McCULLOUGH or the said JACK J. SCHWARTZ shall die, or shall fail or refuse or be disqualified to act, or to continue to act, for any reason whatsoever, or shall resign, it shall not be necessary that a successor be appointed and the remaining individual shall serve as sole Executor. I direct that any and all Executors I have named herein shall not be required to give bond or other undertaking to insure the faithful performance of their duties. My Executors or Executor shall have power and authority, without application to or authorization of any Court, to:

A. Sell any assets of my estate at such prices and upon such other terms and conditions and to such person, firm or corporation as my Executors or Executor shall deem appropriate.

B. Transfer to MARY SCHWENINGER, without awaiting the thirty (30) days' survivorship, the custody of any tangible personal property which is hers under the terms of this Will.

C. Hold and retain, without any liability for any decrease in value, any assets of my estate in the form in which they shall be at the time of my death.

D. Take advantage of any election or option granted by the probate or tax laws, even though the total tax bill may thereby be increased or certain beneficial interests in property may thereby be shifted; any such determination shall be final and binding upon all beneficiaries hereunder and all persons whomsoever, and no compensating adjustment shall be made between income and principal, nor for or against any beneficial interest.

E. Allocate expenses and disbursements against principal or income (or particular types of income), and accumulate and add to principal such undistributed income as my Executors or Executor may elect.

F. Exercise such other powers and authority as may be required for a speedy, economical and effective probate administration.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and seal to this, my Last Will and Testament, and each of its five (5) pages, in the presence of the subscribing witnesses at St. Louis, Missouri, on this 8th day of February, 1978.

Catherine H. Cruse  
CATHERINE H. CRUSE

We hereby certify that CATHERINE H. CRUSE, the Testatrix named in the foregoing instrument, consisting of five (5) type-written pages, each signed by the Testatrix, subscribed her name thereon this day and to us published and declared the same to be her Last Will and Testament; that we subscribed our names hereto as witnesses in the presence of and at the request of said Testatrix and in the presence of each other, and that at the time of the execution of said instrument as aforesaid and of our subscribing the same as witnesses, the said Testatrix was of sound and disposing mind, to the best of our knowledge and belief.

NAME

ADDRESS

Alan A. Hapner

8932 Spur Lane

James M. Callum

Bel Ridge, Mo. 63121

Edward L. Henneghah

9246 Tenthaven

St. Louis Mo 63134

230 South Benton

Clayton, Mo. 63105

519-2667  
721-4554

Page Five and Final Page of My Last Will and Testament

Catherine H. Cruse  
JHC  
EB7

No. 3-81-883-P-D

IN THE PROBATE DIVISION OF THE CIRCUIT COURT  
CITY OF ST. LOUIS

Estate of CATHERINE H. CRUSE, Deceased

ORDER OF PARTIAL DISTRIBUTION

The Court considers the Petition for partial distribution of the one-fourth interest in the V. R. Cruse, Catherine Cruse and L. E. Trump Partnership. The Court FINDS that the Special Notice Party has acknowledged service of a copy said Petition and that the residual Legatees have requested allowance of same.

It is, therefore, ORDERED that the Petitioners are authorized and directed to distribute an undivided one-fourth interest in such Partnership interest to each of the following:

CARDINAL GLENNON MEMORIAL HOSPITAL FOR  
CHILDREN

LITTLE SISTERS OF THE POOR

THE SHRINE OF ST. JUDE

THE SOCIETY FOR THE PROPAGATION OF THE  
FAITH, ARCHDIOCESE OF ST. LOUIS

  
Judge

Dated: August 31, 1984

Exhibit 8-D



M FEB 9 1981 T

IN THE PROBATE DIVISION  
OF THE CIRCUIT COURT  
CITY OF ST. LOUIS, MISSOURI

In the Estate of

CATHERINE H. CRUSE Estate No. 3-81-883-P-D  
Deceased ~~XXXXXXXX~~ ~~XXXX~~

FIFTH AMENDED  
INVENTORY AND APPRAISEMENT

NOTE: All property must be listed and classified as required by Section 473.233 RSMo.

TRACT NO.	REAL PROPERTY (Describe and value each tract separately)	VALUE
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NO CHANGE

TOTAL VALUE \$ NO CHANGE

ITEM NO.	PERSONAL PROPERTY (If space is insufficient, attach extra sheets)	VALUE
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SOLE PURPOSE OF THIS FIFTH AMENDED INVENTORY AND APPRAISEMENT  
IS TO AMEND ITEM 5 OF SCHEDULE G TO INCLUDE, BY WAY OF IDENTI-  
FICATION, CERTAIN ASSETS OF V. R. CRUSE, CATHERINE CRUSE AND  
L. E. TRUMP PARTNERSHIP, BEING THAT REAL PROPERTY DESCRIBED ON  
EXHIBIT A ATTACHED HERETO.

TOTAL VALUE \$ NO CHANGE

ITEM NO.	PROPERTY POSSESSED BUT NOT OWNED BY DECEDENT/WARD (Include Statement as to any knowledge of ownership)	VALUE
-------------	---	-------

TOTAL VALUE \$ NO CHANGE

#### RECAPITULATION OF PERSONAL PROPERTY

Furniture, household goods, wearing apparel .....	\$ <u>NO CHANGE</u>
Corporation stocks .....	\$ <u>NO CHANGE</u>
Mortgages, bonds, notes, other evidences of debt .....	\$ <u>NO CHANGE</u>
Bank accounts, insurance, money .....	\$ <u>NO CHANGE</u>
All other personal property .....	\$ <u>NO CHANGE</u>
TOTAL .....	\$ <u>NO CHANGE</u>
Property in Decedent's/Ward's possession, but claimed by another .....	\$ <u>NO CHANGE</u>

PARCEL ONE

A tract of land in Section 16 Township 47 North Range 7 East and more particularly described as: Beginning at the point of intersection of the Southwestern line of the Burlington R. R. Right of Way with the center line of New Jamestown Road, thence along the Center line of said New Jamestown Road, the following courses and distances: South 79 degrees 4 minutes West 10.78 feet North 49 degrees 3 minutes West 240.25 feet North 57 degrees 22 minutes West 232.40 feet North 57 degrees 36 minutes West 281 feet North 67 degrees 12 minutes West 265 feet and North 76 degrees 42 minutes West 117.20 feet to the point of intersection of the said center line of New Jamestown Road with the North line of said Section 16, thence along the North line of said Section 16, South 68 degrees 58 minutes East 654.64 feet to its intersection with the Southwestern line of the Burlington R. R. Right of Way thence along the Southwestern line of the Burlington R. R. Right of Way South 30 degrees 58 minutes East 640.45 feet to the point of beginning, containing 3.07 acres to center line of New Jamestown Road and 2.30 acres excluding said Road, according to a Survey executed by Elbring Surveying Co., during December 1959 and amended February 17, 1960.

PARCEL TWO

*parcel # 7*

A tract of land in U. S. Survey 131, Township 47 North, Range 5 East in St. Louis County Missouri and described as follows: Beginning at the intersection of the Southwest line of Highway 40 with the Northwest line of Taussig Avenue 40 feet wide; thence along the Northwest line of Taussig Avenue South 52 degrees 51 minutes West 312.95 feet to a point; thence South 37 degrees 9 minutes East 30 feet to a point in the center line of Taussig Avenue; thence along the center line of Taussig Avenue South 50 degrees 51 minutes West 340 feet to a point; South 46 degrees 56 minutes West 257.33 feet to a point; South 57 degrees 50 minutes West 213.56 feet to a point; South 28 degrees 36 minutes West 39.3 feet to a point thence leaving said center line and running North 38 degrees 33 minutes West 1185.69 feet to a point; thence North 52 degrees 47-1/2 minutes East 1189.82 feet to a point in the Southwest line of Highway 40; thence along said Highway line South 38 degrees 51 minutes East 1087.23 feet to a point and South 0 degrees 3 minutes West 57.5 feet to a point of beginning, according to Survey executed by Elbring Surveying Company during November, 1958,

PARCEL THREE

*parcel # 6*

Parts of Lots 1, 2, and 3 of the YOSTI ESTATE in U. S. Survey 131, Township 46 and 47 North Range 5 East and part of Lots 20, 21 and 22 of the St. Charles Ferry Company Tract in U.S. Surveys 47 and 1934, Township 47 North Range 5 East described as follows: Beginning at the intersection of the Northwest line of Lot 20 of the St. Charles Ferry Company Tract and the center line of St. Charles Rock Road, thence Northeast along the Northwest line of said lot 20 a distance of 824.73 feet to the Northwest corner of said Lot 20, thence South 67 degrees 48 minutes East along the Northeast line of said Lot 20, a distance of 2.539 chains to the most Western corner of a tract conveyed to William Branneky by deed recorded in Book 503 page 28, thence South 38 degrees 37 minutes East along the Southwest line of said tract so conveyed to Branneky 18.59 chains to a point in the Southeast line of Lot 21, of said St. Charles Ferry Company tract and being the most Southern corner of said tract so conveyed to Branneky, thence continuing South 38 degrees 37 minutes East along the North line of Lot 1 of YOSTI ESTATE 713.114 feet to the most Northern corner of tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36, thence Southwest along the Northwest line of tracts conveyed to John Guerra and wife by deeds recorded in Book 1633 page 36 and Book 1861 page 590 a distance of 834.84 feet to the Southwest corner of said tract conveyed to Guerra and wife by deed recorded in Book 1861 page 590, thence Southeastwardly along the Southwest line of said tract so conveyed to Guerra and wife 474.49 feet to a point in the center line of Taussig Avenue thence South 29 degrees 41 minutes West along the center line of Taussig Avenue 404.112 feet to an angle point in said center line, thence continuing South 33 degrees 5 minutes West along said center line 397.244 feet to the continuation Eastwardly of the Northeast line of a lot conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 page 170, thence Northwest along said continuation and the Northeast line of said lot so conveyed to American Telephone and Telegraph Company, 120 feet to the Northwest corner thereof, thence Southwest along the Northwest line thereof of 130 feet to a point in the center line of St. Charles Rock Road, thence North 56 degrees 08 minutes West along the center line of St. Charles Rock Road, 989.98 feet to an angle point in said center line of St. Charles Rock Road, thence Northwardly along the center line of St. Charles Rock Road the following courses and distances: North 0 degrees 59 minutes West 997.39 feet, North 6 degrees 23 minutes West 477.77 feet North 12 degrees 07 minutes West 348.21 feet, North 26 degrees 32 minutes West 340.42 feet and North 33 degrees 48 minutes West 20 feet more or less to the point of beginning, according to survey by Richard Elbring made on October 4th and 5th, 1920.

PARCEL FOUR *parcel 1*

Lot 4 of the YOSTI LANDS SUBDIVISION in U. S. Survey 131, Township 47 North, Range 5 East in St. Louis County, Missouri,

PARCEL FIVE *parcel #5*

A tract of land, being part of Lots 1 and 3 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and being more particularly described as follows: Beginning at an old stone in the West line of Taussig Avenue, 40 feet wide, at the most Southern corner of a 6 acre tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36; thence along the West line of Taussig Avenue South 28 degrees 36 minutes West 208.71 feet to a stone; thence North 38 degrees 36 minutes West 452.80 feet to a stone; thence North 28 degrees 36 minutes East 208.71 feet to an old stone at the most Western corner of said 6 acre tract; thence along the Southwest line of said 6 acre tract, South 38 degrees 36 minutes East 452.80 feet to the point of beginning..

PARCEL SIX *parcel #4*

A tract of land, being part of Lot 1 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and described as follows: Beginning at a point in the center line of Taussig Avenue, being the most Eastern corner of said Lot 1, from which point an iron axle bears North 38 degrees 36 minutes West 21.69 feet; thence with said Northeast line of said Lot 1 North 38 degrees 36 minutes West 474.49 feet to a stone; thence South 28 degrees 36 minutes West 626.13 feet to a stone; thence South 38 degrees 36 minutes East 474.49 feet to a point in the center line of Taussig Avenue, 40 feet wide, from which point a stone bears North 38 degrees 36 minutes West 21.69 feet; thence with the center line of Taussig Avenue North 28 degrees 36 minutes East 626.13 feet to the beginning,

PARCEL SEVEN *parcel #3*

A tract of land, being part of U. S. Survey 131, Township 47 North, Range 5 East, and being described as follows: Commencing at the most Western corner of a tract of land conveyed to Manuel Aubuchon by deed recorded in Book 1054 page 211 said point being in the center of Taussig Avenue, 30 feet wide, from which point an old stone bears South 38 degrees 36 minutes East 25.44 feet; thence with the Southwest line South 38 degrees 36 minutes East 431.07 feet to an iron pipe; thence North 51 degrees 24 minutes East 417.42 feet to an iron pipe; thence North 38 degrees 36 minutes West 435.59 feet to a point in the center line of Taussig Avenue, thence with the center line of said Avenue, South 46 degrees 56 minutes West 169.44 feet and South 57 degrees 50 minutes West 213.56 feet and south 28 degrees 36 minutes West 39.39 feet to the place of beginning,

PARCEL EIGHT *parcel #2*

A tract in U. S. Survey 131, Township 47 North, Range 5 East, and described as: Beginning at the most Southern corner of tract conveyed to John Guerra and wife by deed recorded in Book 1642 page 263; thence South 38 degrees 36 minutes East along the Southwest line of tract conveyed to Manuel Aubuchon and wife by deed recorded in Book 1054 page 211, a distance of 50 feet; thence North 51 degrees 24 minutes East (parallel to the Southeast line of tract so conveyed to Guerra) 437.42 feet to a point; thence North 38 degrees 36 minutes West (parallel to the Northeast line of tract so conveyed to Guerra) 487.14 feet, more or less, to a point in the center of Taussig Avenue (30 feet wide); thence South 46 degrees 56 minutes West along the center line of Taussig Avenue 20.06 feet, more or less, to the most Northern corner of tract so conveyed to Guerra; thence South 38 degrees 36 minutes East along the Northeast line of tract so conveyed to Guerra 435.59 feet to the most Eastern corner thereof; thence South 51 degrees 24 minutes West along the Southeast line of tract so conveyed to Guerra 417.42 feet to the point of beginning,

PARCEL NINE

A tract of land in Section 16 Township 47 North Range 7 East and more particularly described as: Beginning at the point of intersection of the Center line of New Jamestown Road with the West line of the East 1/2 of the Northwest 1/4 of said Section 16, thence South 1 degree 2 minutes West along the West line of the East 1/2 of the Northwest 1/4 of said Section 16, 873 feet to an old iron pipe, being the Northwestern corner of tract conveyed to Fred Link and wife by deed recorded in Book 2621 page 224, thence South 73 degrees 50 minutes East along the North line of said tract conveying to Fred Link and wife as aforesaid and along the North line of tract conveyed to Charles J. Weideman and wife by deed recorded in Book 2680 page 454, 604 feet to an iron pipe, being the Southwestern corner of tract conveyed to Louis R. Kuhlengel and wife by deed recorded in Book 2615 page 398, thence along the West line of said tract conveyed to Louis R. Kuhlengel and wife North 7 degrees 2 minutes East 443.40 feet and North 17 degrees 8 minutes East 333.26 feet to the Northwestern corner thereof, being a point in the center line of New Jamestown Road thence along the center line of New Jamestown Road the following courses and distances North 57 degrees 36 minutes West 281 feet, North 67 degrees 12 minutes West 265 feet and North 76 degrees 42 minutes West 117.20 feet to the point of intersection of the center line of said New Jamestown Road with the North Line of said Section 16, thence continuing Westwardly along the said center line of New Jamestown Road 121.45 feet to the point of beginning,

PARCEL TEN

Parcel No. 1: A tract of land in Fractional Section 16, Township 47 North, Range 7 East and described as: Beginning at an iron pipe set at the intersection of the East line of Highway 67 and the Southwest line of Highway 140 (Lindbergh Boulevard); thence, along the East line of Highway 67, South 3 degrees 13 minutes East 44.12 feet to its intersection with the North line of U. S. Survey 1012; thence, along said Survey line, South 86 degrees 50 minutes West 613.20 feet to an iron pipe, the Southeast corner of a 3.00 acre tract conveyed to Alvina F. Terry, et al, by deed recorded in Book 2408 page 480 of the St. Louis County records; thence, along the East line of said property so conveyed to Terry, North 1 degree 02 minutes East 264.90 feet to an iron pipe in the Southwest line of Highway 140; thence, along said Highway line, South 73 degrees 23 minutes East 561.21 feet to an old concrete monument; South 16 degrees 37 minutes West 6 feet; and South 73 degrees 23 minutes East 71.95 feet to the beginning, containing 2.193 acres, according to survey executed by Kropp & Steele Surveying Company on May 28, 1948; EXCEPT major portion thereof condemned by the State of Missouri for Highway purposes in Cause No. 259737 of the Circuit Court of St. Louis County, a copy of Commissioners Report is recorded on October 6, 1964 in Book 5504 page 347.

PARCEL ELEVEN

Parcel No. 2: A tract of land in the East 1/2 of the Northwest 1/4 of fractional Section 16 Township 47 North, Range 7 East and described as: Beginning at a point in the Northeast line of Highway 140 (Lindbergh Boulevard) at the Southeast corner of property conveyed to Charles J. Weideman and wife by deed recorded in Book 2680 page 454 of the St. Louis County Records; thence along the East line of said property so conveyed, North 1 degree 02 minutes East 391.93 feet to a point in the South line of property conveyed to Louis R. Kuhlengel and wife, by deed recorded in Book 2615 page 398 of the aforesaid County Records; thence along the South line of said property so conveyed to Kuhlengel and wife, North 73 degrees 40 minutes East 176.42 feet more or less to the West line of a strip of land conveyed to the County of St. Louis, for the purpose of relocating New Jamestown Road, by deed recorded in Book 3216 page 128, of said County Records; thence South, along the West line of said strip, to its intersection with the Northeast line of Highway 140; thence Northwest, along the Northeast line of said Highway, to the beginning; EXCEPT major portion thereof condemned by the State of Missouri for Highway purposes in Cause No. 259737 of the Circuit Court of St. Louis County, a copy of Commissioners Report is recorded on October 6, 1964 in Book 5504 page 347,

**AFFIDAVIT OF APPRAISERS  
WHERE AUTHORIZED BY COURT**

STATE OF MISSOURI

CITY OF ST. LOUIS

} SS

The appraisers, being first sworn, state that to the best of their knowledge and belief, the above and foregoing is a full inventory and description of all real and personal property of the decedent / ward which has come into the possession or to the knowledge of the Personal Representative / Guardian, and of the property which was in the possession of the decedent / ward but which was being held or is being claimed by another; and the appraisers further state that this is an appraisal of all the property which the appraisers were employed to appraise, which property is specified by Item No. corresponding with the signature of each appraiser.

ITEM NO.

Subscribed and sworn to before me on

Personal Representative / Guardian

Notary Public  
(SEAL)

My Commission Expires:

**AFFIDAVIT OF PERSONAL REPRESENTATIVE**

STATE OF MISSOURI

CITY OF ST. LOUIS

} SS

The undersigned Personal Representative / Guardian, being first duly sworn, states that the foregoing is a full inventory and description of all the real and personal property of the decedent / ward which has come into the possession or to the knowledge of the Personal Representative / Guardian, including a statement of all encumbrances, liens, and other charges on any property, and of all the property which was in the possession of the decedent / ward but which was being held, or is being claimed by another, as far as the Personal Representative / Guardian knows, and further states that the foregoing is an appraisal of all the property subject to appraisal. The Personal Representative / Guardian further states that he was not in debt or bound in any contract to the decedent at the time of his death / ward, except as stated herein.

Subscribed and sworn to before me February 6, 1985

Notary Public, THOMECZEK

Notary Public, St. Louis County, MO

My Commission Expires: October 19, 1986

Subscribed and sworn to before me on February 8, 1985

(SEAL)

My Commission Expires:

June 13, 1985

Personal Representative / Guardian

Personal Representative / Guardian

Notary Public

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI, PROBATE DIVISION

In the Matter of the )  
 )  
ESTATE OF VERTICE R. CRUSE, ) Estate No. 146281  
 )  
Deceased. )

AUG 31 1984

ORDER

The Court being informed of premises and having considered the PETITION FOR ORDER OF PARTIAL DISTRIBUTION and the Settlement Agreement between the Estate and other parties dated as of August 29, 1984, does hereby order the following:

Monsignor Rowland E. Gannon and Mercantile Trust Company, N.A. as Co-Executors of the Estate of Vertice R. Cruse, Deceased, are hereby authorized and directed to transfer, distribute and deliver those shares of stock and partnership interest set forth below to those persons and in those proportions as are set forth below:

TO THE ROMAN CATHOLIC ARCHBISHOP  
OF THE ARCHDIOCESE OF ST. LOUIS:

330 THARS MARINE CONTRACTING CO., INC. *JK*  
66 shares, Westlake Landfill, Inc.

1,650 shares, West Lake Quarry and  
Material Company

660 shares, West Lake Ready Mix Company

66% interest in one-fourth (1/4)  
proportionate interest in the V. R. Cruse,  
Catherine H. Cruse and L. E. Trump  
Partnership in real estate

TO THE LITTLE SISTERS OF THE POOR:

42.5 THARS MARINE CONTRACTING CO., INC. *JK*  
8.5 shares, Westlake Landfill, Inc.

212.5 shares, West Lake Quarry and  
Material Company

85 shares, West Lake Ready Mix Company

8.5% interest in one-fourth (1/4)  
proportionate interest in the V. R. Cruse,  
Catherine H. Cruse and L. E. Trump  
Partnership in real estate

Exhibit 8-E

TO THE SHRINE OF ST. JUDE:

42.5 MARINE CONTRACTING CO. INC. *HLK*  
8.5 shares, Westlake Landfill, Inc.

212.5 shares, West Lake Quarry and  
Material Company

85 shares, West Lake Ready Mix Company

8.5% interest in one-fourth (1/4)  
proportionate interest in the V. R. Cruse,  
Catherine H. Cruse and L. E. Trump  
Partnership in real estate

TO THE CARDINAL GLENNON MEMORIAL HOSPITAL  
FOR CHILDREN:

42.5 MARINE CONTRACTING CO. INC. *HLK*  
8.5 shares, Westlake Landfill, Inc.

212.5 shares, West Lake Quarry and  
Material Company

85 shares, West Lake Ready Mix Company

8.5% interest in one-fourth (1/4)  
proportionate interest in the V. R. Cruse,  
Catherine H. Cruse and L. E. Trump  
Partnership in real estate

TO THE SOCIETY FOR THE PROPOGATION OF THE FAITH,  
ARCHDIOCESE OF ST. LOUIS:

42.5 MARINE CONTRACTING CO. INC. *HLK*  
8.5 shares, Westlake Landfill, Inc.

212.5 shares, West Lake Quarry and  
Material Company

85 shares, West Lake Ready Mix Company

8.5% interest in one-fourth (1/4)  
proportionate interest in the V. R. Cruse,  
Catherine H. Cruse and L. E. Trump  
Partnership in real estate

*Jack L. Yeager*  
\_\_\_\_\_  
Judge

August 21, 1984



STATE OF MISSOURI     )  
                              : ss.  
COUNTY OF ST. LOUIS    )

IN THE PROBATE COURT OF THE CITY OF ST. LOUIS,  
STATE OF MISSOURI

SEP 28 1973

In the Matter of the Estate of     )  
                                      )  
      VERTICE R. CRUSE,             ) Estate No. 146281  
                                      )  
                  Deceased.         )

VERIFIED INVENTORY OF PARTNERSHIP

Catherine H. Cruse, first being duly sworn upon her oath,  
states as follows:

1. That Catherine H. Cruse is one of the surviving partners of a co-partnership known as V. R. Cruse, Catherine Cruse and L. E. Trump Partnership, Route 1, Box 206, Bridgeton, Missouri 63042.
2. That Vertice R. Cruse, the decedent, was a partner in said partnership and his proportionate share was a one-fourth interest in the partnership assets, profits and losses.
3. That the aggregate appraised value of the gross assets of said partnership at the date of death of the decedent was \$928,266.67.
4. That there were no recorded liabilities of the partnership at the date of death of the decedent.

Catherine H. Cruse  
Catherine H. Cruse

STATE OF MISSOURI     )  
                              : ss.  
CITY OF ST. LOUIS     )

Catherine H. Cruse, one of the surviving partners of a  
co-partnership known as V. R. Cruse, Catherine Cruse and L. E. Trump

Partnership, being duly sworn, upon her oath, states that the foregoing is a true and complete inventory of the proportionate share of Vertice R. Cruse, deceased, in the aforesaid partnership, the aggregate value of the assets of said partnership, and the aggregate of the liabilities of said partnership, at the date of death of the decedent.

Catherine H. Cruse  
Catherine H. Cruse

Subscribed and sworn to before me this 18th day of September, 1973.

Martina Dunn  
Notary Public



My Commission Expires ~~June 14, 1974~~  
MARTINA DUNN  
Notary Public for the County of St. Louis  
which adjoins the City of St. Louis  
My Commission Expires June 14, 1974  
GREENSFELDER, HEMKER, WIESE,  
GALE & CHAPPELOW

By Wendy Chapelow  
1800 Equitable Building  
10 South Broadway  
St. Louis, Missouri 63102  
241-9090

V. R. CRUSE, CATHERINE CRUSE, L. E. TRUMP

PARTNERSHIP

List of Assets  
June 27, 1972

Real Estate per legal descriptions attached (Exhibits F - 1, 2, 3)	\$ 835,200.00
Two Notes and Deeds of Trust on Real Estate described in Exhibits A and B attached	80,839.20
Cash: Normandy Bank, St. Louis County, Missouri	11,054.55
Cash: St. Johns Bank, St. Louis County, Missouri	<u>1,172.92</u>
Total value Gross Assets	<u>\$ 928,266.67</u>

PARCEL #1: A tract in U. S. Survey 131, Township 47 North, Range 5 East, and described as: Beginning at the most Southern corner of tract conveyed to John Guerra and wife, by deed recorded in Book 1642 page 263; thence South 38 degrees 36 minutes East along the Southwest line of tract conveyed to Manuel Aubuchon and wife by deed recorded in Book 1054 page 211, a distance of 50 feet; thence North 51 degrees 24 minutes East (parallel to the Southeast line of tract so conveyed to Guerra) 437.42 feet to a point; thence North 38 degrees 36 minutes West (parallel to the Northeast line of tract so conveyed to Guerra) 487.14 feet, more or less, to a point in the center of Taussig Avenue (30 feet wide); thence South 46 degrees 56 minutes West along the center line of Taussig Avenue 20.05 feet, more or less, to the most Northern corner of tract so conveyed to Guerra; thence South 38 degrees 36 minutes East along the Northeast line of tract so conveyed to Guerra 435.59 feet to the most Eastern corner thereof; thence South 51 degrees 24 minutes West along the Southeast line of tract so conveyed to Guerra 417.42 feet to the point of beginning.

PARCEL #2: A tract of land, being part of U. S. Survey 131, Township 47 North, Range 5 East, and being described as follows, to-wit: Commencing at the most Western corner of a tract of land conveyed to Manuel Aubuchon by deed recorded in Book 1054 page 211, said point being in the center of Taussig Avenue, 30 feet wide, from which point an old stone bears South 38 degrees 36 minutes East 25.44 feet; thence with the Southwest line South 38 degrees 36 minutes East 431.07 feet to an iron pipe; thence North 51 degrees 24 minutes East 417.42 feet to an iron pipe; thence North 38 degrees 36 minutes West 435.59 feet to a point in the center line of Taussig Avenue; thence with the center line of said Avenue, South 46 degrees 56 minutes West 169.44 feet and South 57 degrees 50 minutes West 213.56 feet and South 23 degrees 36 minutes West 39.39 feet to the place of beginning.

PARCEL #3: A tract of land, being part of Lot 1 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and described as follows, Beginning at a point in the center line of Taussig Avenue, being the most Eastern corner of said Lot 1, from which point an iron axle bears North 38 degrees 36 minutes West 21.69 feet; thence with said Northeast line of said Lot 1 North 38 degrees 36 minutes West 474.49 feet to a stone; thence South 28 degrees 36 minutes West 626.13 feet to a stone; thence South 38 degrees 36 minutes East 474.49 feet to a point in the center line of Taussig Avenue, 40 feet wide, from which point a stone bears North 38 degrees 36 minutes West 21.69 feet; thence with the center line of Taussig Avenue North 28 degrees 36 minutes East 626.13 feet to the beginning.

PARCEL #4: A tract of land, being part of Lots 1 and 3 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and being more particularly described as follows: Beginning at an old stone in the West line of Taussig Avenue, 40 feet wide, at the most Southern corner of a 6 acre tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36; thence along the West line of Taussig Avenue South 28 degrees 36 minutes West 208.71 feet to a stone; thence North 38 degrees 36 minutes West 452.80 feet to a stone; thence North 28 degrees 36 minutes East 208.71 feet to an old stone at the most Western corner of said 6 acre tract; thence along the Southwest line of said 6 acre tract, South 38 degrees 36 minutes East 452.80 feet to the point of beginning.

PARCEL NO. 5: Lot 4 of the YOSTI LANDS SUBDIVISION in U. S. Survey 131, Township 47 North, Range 5 East.

PARCEL NO. 6: Part of Lots 1, 2 and 3 of the YOSTI ESTATE in U. S. Survey 131, Township 46 and 47 North Range 5 East and part of Lots 20, 21 and 22 of the St.

EXHIBIT F 2

A tract in U. S. Survey 131 Township 46 North Range 5 East described as follows: Beginning at an iron pipe in the Western line of U. S. Highway #40, distant northwardly on a curve having a radius of 1960.08 feet a distance of 541.91 feet from the intersection of said Western line of U. S. Highway #40 and the Northern line of St. Charles Rock Road, thence South 51 degrees 59 minutes West 245.50 feet to an iron pipe, thence North 38 degrees 01 minutes West 893.76 feet to an old stone, thence North 0 degrees 13 minutes East 731.52 feet to an iron pipe in the said Western line of U. S. Highway #40, thence South 1 degree 35 minutes East along the Western line of said Highway 426.39 feet to a point and thence continuing along said Western line of said Highway on a curve having a radius of 1960.08 feet a distance of 401.76 feet to the point of beginning, containing 8.53 acres, more or less.

Surveyed 107. in 1900

Charles Ferry Company Tract in U. S. Surveys 47 and 1934, Township 47 North Range 5 East described as follows: Beginning at the intersection of the Northwest line of Lot 20 of the St. Charles Ferry Company Tract and the center line of St. Charles Rock Road, thence Northeast along the Northwest line of said Lot 20 a distance of 824.73 feet to the Northwest corner of said Lot 20, thence South 67 degrees 48 minutes East along the Northeast line of said Lot 20, a distance of 2.539 chains to the most Western corner of a tract conveyed to William Branneky by deed recorded in Book 503 page 28, thence South 38 degrees 37 minutes East along the Southwest line of said tract so conveyed to Branneky 18.59 chains to a point in the Southeast line of Lot 21, of said St. Charles Ferry Company tract and being the most Southern corner of said tract so conveyed to Branneky, thence continuing South 38 degrees 37 minutes East along the North line of Lot 1 of YOSTI ESTATE 713.114 feet to the most Northern corner of a tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36, thence Southwest along the Northwest lines of tracts conveyed to John Guerra and wife by deeds recorded in Book 1633 page 36 and Book 1861 page 590 a distance of 834.84 feet to the Southwest corner of said tract conveyed to Guerra and wife by deed recorded in Book 1861 page 590, thence Southeastwardly along the Southwest line of said tract so conveyed to Guerra and wife 474.49 feet to a point in the center line of Taussig Avenue, thence South 29 degrees 41 minutes West along the center line of Taussig Avenue 404.112 feet to an angle point in said center line, thence continuing South 33 degrees 5 minutes West along said center line 397.244 feet to the continuation Eastwardly of the Northeast line of a lot conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 page 170, thence Northwest along said continuation and the Northeast line of said lot so conveyed to American Telephone and Telegraph Company, 120 feet to the Northwest corner thereof, thence Southwest along the Northwest line thereof of 130 feet to a point in the center line of St. Charles Rock Road, thence North 56 degrees 08 minutes West along the center line of St. Charles Rock Road, 989.98 feet to an angle point in said center line of St. Charles Rock Road, thence Northwardly along the center line of St. Charles Rock Road the following courses and distances: North 0 degrees 59 minutes West 997.39 feet, North 6 degrees 23 minutes West 477.77 feet, North 12 degrees 07 minutes West 348.21 feet, North 26 degrees 32 minutes West 340.42 feet and North 33 degrees 48 minutes West 20 feet more or less to the point of beginning, according to survey by Richard Elbring made on October 4th and 5th, 1920.

PARCEL NO. 7: A tract of land in U. S. Survey 131, Township 47 North, Range 5 East in St. Louis County Missouri and described as follows: Beginning at the intersection of the Southwest line of Highway #40 with the Northwest line of Taussig Avenue 40 feet wide; thence along the Northwest line of Taussig Avenue South 52 degrees 51 minutes West 312.95 feet to a point; thence South 37 degrees 9 minutes East 30 feet to a point in the center line of Taussig Avenue; thence along the center line of Taussig Avenue South 50 degrees 51 minutes West 340 feet to a point; South 46 degrees 56 minutes West 257.33 feet to a point; South 57 degrees 50 minutes West 213.56 feet to a point; South 28 degrees 36 minutes West 39.39 feet to a point thence leaving said center line and running North 38 degrees 33 minutes West 1185.69 feet to a point; thence North 52 degrees 47-1/2 minutes East 1189.82 feet to a point in the Southwest line of Highway #40; thence along said Highway line South 38 degrees 51 minutes East 1087.23 feet to a point and South 0 degrees 3 minutes West 57.54 feet to the point of beginning, according to Survey executed by Elbring Surveying Company during November, 1958.

EXHIBIT F 3

PARCEL NO. 1: A tract of land in Section 16 Township 47 North Range 7 East and more particularly described as: Beginning at the point of intersection of the center line of New Jamestown Road with the West line of the East 1/2 of the Northwest 1/4 of said Section 16, thence South 1 degree 2 minutes West along the West line of the East 1/2 of the Northwest 1/4 of said Section 16, 873 feet to an old iron pipe, being the Northwestern corner of tract conveyed to Fred Link and wife by deed recorded in Book 2621 page 224, thence South 73 degrees 50 minutes East along the North line of said tract conveyed to Fred Link and wife as aforesaid and along the North line of tract conveyed to Charles J. Weideman and wife by deed recorded in Book 2630 page 454, 604 feet to an iron pipe, being the Southwestern corner of tract conveyed to Louis R. Kuhlengel and wife by deed recorded in Book 2615 page 398, thence along the West line of said tract conveyed to Louis R. Kuhlengel and wife North 7 degrees 2 minutes East 443.40 feet and North 17 degrees 8 minutes East 333.26 feet to the Northwestern corner thereof, being a point in the center line of New Jamestown Road thence along the center line of New Jamestown Road the following courses and distances North 57 degrees 35 minutes West 281 feet, North 67 degrees 12 minutes West 265 feet and North 76 degrees 42 minutes West 117.20 feet to the point of intersection of the center line of said New Jamestown Road with the North line of said Section 16, thence continuing Westwardly along the said center line of New Jamestown Road 121.45 feet to the point of beginning, containing 12.983 acres to center line of New Jamestown Road and 12.445 acres excluding said Road according to a Survey executed by Elbring Surveying Co. during December 1959 and amended February 17, 1960.

PARCEL NO. 2: A tract of land in Section 16 Township 47 North Range 7 East and more particularly described as: Beginning at the point of intersection of the Southwestern line of the Burlington R. R. Right of Way with the center line of New Jamestown Road, thence along the center line of said New Jamestown Road, the following courses and distances: South 79 degrees 4 minutes West 10.78 feet North 49 degrees 3 minutes West 240.25 feet North 57 degrees 22 minutes West 232.40 feet North 57 degrees 3 minutes West 281 feet North 67 degrees 12 minutes West 265 feet and North 76 degrees 42 minutes West 117.20 feet to the point of intersection of the said center line of New Jamestown Road with the North line of said Section 16, thence along the North line of said Section 16, South 88 degrees 58 minutes East 654.64 feet to its intersection with the Southwestern line of the Burlington R. R. Right of Way thence along the Southwestern line of the Burlington R. R. Right of Way South 30 degrees 58 minutes East 640.45 feet to the point of beginning, containing 3.07 acres to center line of New Jamestown Road and 2.30 acres excluding said Road, according to a Survey executed by Elbring Surveying Co. during December 1959 and amended February 17, 1960.

PARCELS NO. 3 and 4: two separate isolated tracts of land in the general area of Parcels 1 and 2 consisting of .755 and .247 acres, respectively, remainining after condemnation.

*Surveyed by Elbring Surveying Co.*

County Fee 9.00  
State User Fee 1.00  
Total 10.00

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
FILED FOR RECORD

## QUIT-CLAIM DEED

1985 MAY -9 AM 8:13

RECORDED IN DEEDS  
ST. LOUIS COUNTY MO.

This Deed, Made and entered into this 6th day of February, 1985, by and between WILLIAM J. McCULLOUGH and JACK J. SCHWARTZ, Executors of the Last Will and Testament of Catherine H. Cruse, deceased, parties of the first part, and CARDINAL GLENNON MEMORIAL HOSPITAL FOR CHILDREN, a not-for-profit corporation of the State of Missouri, having as its address 1465 S. Grand, St. Louis, Missouri 63104, LITTLE SISTERS OF THE POOR, a not-for-profit corporation of the State of Missouri, having as its address 3225 N. Florissant, St. Louis, Missouri 63107, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, having as its address 221 W. Madison Street, Chicago, Illinois 60606, and THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, having as its address 4140 Lindell Boulevard, St. Louis, Missouri 63108, parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by parties of the second part, the receipt of which is hereby acknowledged, do by these presents Remise, Release and forever Quit-Claim unto the said Cardinal Glennon Memorial Hospital for Children, an undivided twenty-five percent (25%) interest, unto the said Little Sisters of the Poor, an undivided twenty-five percent (25%) interest, unto the said The Shrine of St. Jude, an undivided twenty-five percent (25%) interest, and unto the said The Society for the Propagation of the Faith, Archdiocese of St. Louis, an undivided twenty-five percent (25%) interest, each in and to the undivided fifty percent (50%) interest of the said Catherine H. Cruse in the Real Estate situated in the County of St. Louis and State of Missouri which is more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference thereto.

To Have and to Hold, together with all improvements thereon and all and singular the rights and appurtenances pertaining thereto, including (without any express or implied warranty as to) the right to the rents, issues and profits therefrom under any existing lease, contract or other instrument or agreement, or otherwise, whether or not a matter of public record, unto the said parties of the second part, and to their respective successors and assigns forever. So that neither the said parties of the first part, nor their successors or assigns, nor any other person or persons for or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

3

William J. McCullough  
WILLIAM J. McCULLOUGH  
Jack J. Schwartz  
JACK J. SCHWARTZ

Executors of the Will of  
Catherine H. Cruse, deceased

BOOK 7750 PAGE 683

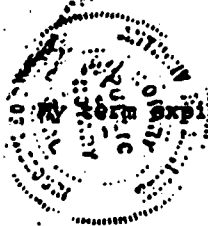
Exhibit 8-F



STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) ss.

On this 25<sup>th</sup> day of February, 1985, before me personally appeared WILLIAM J. MCCULLOUGH, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same his free act and deed as an Executor of the Will of Catherine H. Cruse, deceased.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Anthony B. Ramirez  
Notary Public  
ANTHONY B. RAMIREZ

STATE OF MISSOURI )  
County OF ST. LOUIS ) ss.

On this 6<sup>th</sup> day of February, 1985, before me personally appeared JACK J. SCHWARTZ, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same his free act and deed as an Executor of the Will of Catherine H. Cruse, deceased.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



EDWARD L. THOMECEK  
Notary Public, St. Louis County, MO  
My Commission Expires: October 19, 1988

Edward L. Thomeczek  
Notary Public  
EDWARD L. THOMECEK  
Notary Public, St. Louis County, MO  
My Commission Expires: October 19, 1988

## EXHIBIT A

Parcel #1: A tract in U. S. Survey 131, Township 47 North, Range 5 East, and described as: Beginning at the most Southern corner of tract conveyed to John Guerra and wife, by deed recorded in Book 1642 page 263; thence South 38 degrees 36 minutes East along the Southwest line of tract conveyed to Manuel Aubuchon and wife by deed recorded in Book 1054 page 211, a distance of 50 feet; thence North 51 degrees 24 minutes East (parallel to the Southeast line of tract so conveyed to Guerra) 437.42 feet to a point; thence North 38 degrees 36 minutes West (parallel to the Northeast line of tract so conveyed to Guerra) 487.14 feet, more or less, to a point in the center of Taussig Avenue (30 feet wide); thence South 46 degrees 56 minutes West along the center line of Taussig Avenue 20.05 feet, more or less, to the most Northern corner of tract so conveyed to Guerra; thence South 38 degrees 36 minutes East along the Northeast line of tract so conveyed to Guerra 435.59 feet to the most Eastern corner thereof; thence South 51 degrees 24 minutes West along the Southeast line of tract so conveyed to Guerra 417.42 feet to the point of beginning.

Parcel #2: A tract of land, being part of U. S. Survey 131, Township 47 North, Range 5 East, and being described as follows, to-wit: Commencing at the most Western corner of a tract of land conveyed to Manuel Aubuchon by deed recorded in Book 1054 page 211, said point being in the center of Taussig Avenue, 30 feet wide, from which point an old stone bears South 38 degrees 36 minutes East 25.44 feet; thence with the Southwest line South 38 degrees 36 minutes East 431.07 feet to an iron pipe; thence North 51 degrees 24 minutes East 417.42 feet to an iron pipe; thence North 38 degrees 36 minutes West 435.59 feet to a point in the center line of Taussig Avenue; thence with the center line of said Avenue, South 46 degrees 56 minutes West 169.44 feet and South 57 degrees 50 minutes West 213.56 feet and South 28 degrees 36 minutes West 39.39 feet to the place of beginning.

Parcel #3: A tract of land, being part of Lot 1 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and described as follows, Beginning at a point in the center line of Taussig Avenue, being the most Eastern corner of said Lot 1, from which point an iron axle bears North 38 degrees 36 minutes West 21.69 feet; thence with said Northeast line of said Lot 1 North 38 degrees 36 minutes West 474.49 feet to a stone; thence South 28 degrees 36 minutes West 626.13 feet to a stone; thence South 38 degrees 36 minutes East 474.49 feet to a point in the center line of Taussig Avenue, 40 feet wide, from which point a stone bears North 38 degrees 36 minutes West 21.69 feet; thence with the center line of Taussig Avenue North 28 degrees 36 minutes East 626.13 feet to the beginning.

Parcel #4: A tract of land, being part of Lots 1 and 3 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and being more particularly described as follows: Beginning at an old stone in the West line of Taussig Avenue, 40 feet wide, at the most Southern corner of a 6 acre tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36; thence along the West line of Taussig Avenue South 28 degrees 36 minutes West 208.71 feet to a stone; thence North 38 degrees 36 minutes West 452.80 feet to a stone; thence North 28 degrees 36 minutes East 208.71 feet to an old stone at the most Western corner of said 6 acre tract; thence along the Southwest line of said 6 acre tract, South 38 degrees 36 minutes East 452.80 feet to the point of beginning.

Parcel #5: Lot 4 of the YOSTI LANDS SUBDIVISION in U. S. Survey 131, Township 47 North, Range 5 East.

Parcel #6: Part of Lots 1, 2 and 3 of the YOSTI ESTATE in U. S. Survey 131, Township 46 and 47 North Range 5 East and

part of Lots 20, 21 and 22 of the St. Charles Ferry Company Tract in U. S. Survey 47 and 1934, Township 47 North Range 5 East described as follows: Beginning at the intersection of the Northwest line of Lot 20 of the St. Charles Ferry Company Tract and the center line of St. Charles Rock Road, thence Northeast along the Northwest line of said Lot 20 a distance of 824.73 feet to the Northwest corner of said Lot 20, thence South 67 degrees 48 minutes East along the Northeast line of said Lot 20, a distance of 2.539 chains to the most Western corner of a tract conveyed to William Branneky by deed recorded in Book 503 page 28, thence South 38 degrees 37 minutes East along the Southwest line of said tract so conveyed to Branneky 18.59 chains to a point in the Southeast line of Lot 21, of said St. Charles Ferry Company tract and being the most Southern corner of said tract so conveyed to Branneky, thence continuing South 38 degrees 37 minutes East along the North line of Lot 1 of YOSTI ESTATE 713.114 feet to the most Northern corner of a tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36, thence Southwest along the Northwest lines of tracts conveyed to John Guerra and wife by deeds recorded in Book 1633 page 36 and Book 1861 page 590 a distance of 834.84 feet to the Southwest corner of said tract conveyed to Guerra and wife by deed recorded in Book 1861 page 590, thence Southeastwardly along the Southwest line of said tract so conveyed to Guerra and wife 474.49 feet to a point in the center line of Taussig Avenue, thence South 29 degrees 41 minutes West along the center line of Taussig Avenue 404.112 feet to an angle point in said center line, thence continuing South 33 degrees 5 minutes West along said center line 397.244 feet to the continuation Eastwardly of the Northeast line of a lot conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 page 170, thence Northwest along said continuation and the Northeast line of said lot so conveyed to American Telephone and Telegraph Company, 120 feet to the Northwest corner thereof, thence Southwest along the Northwest line thereof of 130 feet to a point in the center line of St. Charles Rock Road, thence North 56 degrees 08 minutes West along the center line of St. Charles Rock Road, 989.98 feet to an angle point in said center line of St. Charles Rock Road, thence Northwardly along the center line of St. Charles Rock Road the following courses and distances: North 0 degrees 59 minutes West 997.39 feet, North 6 degrees 23 minutes West 477.77 feet, North 12 degrees 07 minutes West 348.21 feet, North 26 degrees 32 minutes West 340.42 feet and North 33 degrees 48 minutes West 20 feet more or less to the point of beginning, according to survey by Richard Elbring made on October 4th and 5th, 1920.

Parcel #7: A tract of land in U. S. Survey 131, Township 47 North, Range East in St. Louis County Missouri and described as follows: Beginning at the intersection of the Southwest line of Highway #40 with the Northwest line of Taussig Avenue 40 feet wide; thence along the Northwest line of Taussig Avenue South 52 degrees 51 minutes West 312.95 feet to a point; thence South 37 degrees 9 minutes East 30 feet to a point in the center line of Taussig Avenue; thence along the center line of Taussig Avenue South 50 degrees 51 minutes West 340 feet to a point; South 46 degrees 56 minutes West 257.33 feet to a point; South 57 degrees 50 minutes West 213.56 feet to a point; South 28 degrees 36 minutes West 39.39 feet to a point thence leaving said center line and running North 38 degrees 33 minutes West 1185.69 feet to a point; thence North 52 degrees 47-1/2 minutes East 1189.82 feet to a point in the Southwest line of Highway #40; thence along said Highway line South 38 degrees 51 minutes East 1087.23 feet to a point and South 0 degrees 3 minutes West 57.54 feet to the point of beginning, according to Survey executed by Elbring Surveying Company during November, 1958.

FILED FOR RECORD

QUIT-CLAIM DEED

1935 MAY -9 AM 8:13

RECORDED

4  
This Deed, Made and entered into this 27th day of March, 1985, by and between CARDINAL GLENNON CHILDREN'S HOSPITAL (formerly CARDINAL GLENNON MEMORIAL HOSPITAL FOR CHILDREN), a not-for-profit corporation of the State of Missouri, LITTLE SISTERS OF THE POOR, a not-for-profit corporation of the State of Missouri, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, and THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, parties of the first part, and CARDINAL GLENNON CHILDREN'S HOSPITAL, a not-for-profit corporation of the State of Missouri, having as its address 1465 S. Grand, St. Louis, Missouri 63104, LITTLE SISTERS OF THE POOR, a not-for-profit corporation of the State of Missouri, having as its address 3225 N. Florissant, St. Louis, Missouri 63107, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, having as its address 221 W. Madison Street, Chicago, Illinois 60606, THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, having as its address 4140 Lindell Boulevard, St. Louis, Missouri 63108, and JOHN L. MAY ARCHBISHOP OF ST. LOUIS, having as his address 4445 Lindell Blvd., St. Louis, Missouri 63108, parties of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by parties of the second part, the receipt of which is hereby acknowledged, do by these presents Remise, Release and forever Quit-Claim unto the said CARDINAL GLENNON CHILDREN'S HOSPITAL, an undivided sixteen and three-fourths percent (16.75%) interest, unto the said LITTLE SISTERS OF THE POOR, an undivided sixteen and three-fourths percent (16.75%) interest, unto the said THE SHRINE OF ST. JUDE, an undivided undivided sixteen and three-fourths percent (16.75%) interest, unto the said THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, an undivided sixteen and three-fourths percent (16.75%) interest, and unto the said JOHN L. MAY ARCHBISHOP OF ST. LOUIS, an undivided thirty-three percent (33%) interest, each in and to the aggregate undivided fifty percent (50%) interest of the aforesaid CARDINAL GLENNON CHILDREN'S HOSPITAL (formerly CARDINAL GLENNON MEMORIAL HOSPITAL FOR CHILDREN), a not-for-profit corporation of the State of Missouri, LITTLE SISTERS OF THE POOR, a not-for-profit corporation of the State of Missouri, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, and THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, in the Real Estate situated in the County of St. Louis and State of Missouri which is more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference thereto.

To Have and to Hold, together with all improvements thereon and all and singular the rights and appurtenances pertaining thereto, including (without any express or implied warranty as to) the right to the rents, issues and profits therefrom under any existing lease, contract or other instrument or agreement, or otherwise, whether or not a matter of public record, unto the said parties of the second part and to their respective successors and assigns forever. So that neither the said parties of the first part, nor their

successors or assigns, nor any other person of persons for or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

CARDINAL GLENNON CHILDREN'S  
HOSPITAL

By: Richard E. Fister

LITTLE SISTERS OF THE POOR

By: Sr. Marie Anne

THE SHRINE OF ST. JUDE a/k/a ST. JUDE LEAGUE

By: Gregory D. Kenny, C.A.F.

THE SOCIETY FOR THE PROPAGATION  
OF THE FAITH, ARCHDIOCESE OF  
ST. LOUIS

By: Donald J. Quinn

STATE OF MISSOURI )  
CITY OF ST. LOUIS ) SS

On April 12, 1985, before me, a notary public, personally appeared Richard E. Fister, to me known, who, being by me duly sworn, did say that he is the PRESIDENT of Cardinal Glennon Children's Hospital (formerly Cardinal Glennon Memorial Hospital for Children), a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

Geri Ross  
Notary Public

My commission expires: 12/31/87 GERRI ROSS

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On April 20, 1985, before me, a notary public, personally appeared Marie Free, to me known, who, being by me duly sworn, did say that she is the President of Little Sisters of the Poor, a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

HELEN MARIE POTAT  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES JULY 17, 1987  
CITY OF ST. LOUIS

Helen Marie Potat  
Notary Public

My commission expires:

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK PAGE

On March 27, 1985, before me, a notary public, personally appeared Gregory D. Kennv, CMF, to me known, who, being by me duly sworn, did say that he is the Director of The Shrine of St. Jude, a a/k/a St. Jude Leary not-for-profit corporation of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

Frank J. Wiedner  
Notary Public

My commission expires: 6-21-86

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On April 26, 1985, before me, a notary public, personally appeared Edward H. Sandhursich, to me known, who, being by me duly sworn, did say that he is the Director of The Society For The Propagation Of The Faith, Archdiocese Of St. Louis, a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.



Edward H. Sandhursich  
Notary Public

My commission expires:

## EXHIBIT A

Parcel #1: A tract in U. S. Survey 131, Township 47 North, Range 5 East, and described as: Beginning at the most Southern corner of tract conveyed to John Guerra and wife, by deed recorded in Book 1642 page 263; thence South 38 degrees 36 minutes East along the Southwest line of tract conveyed to Manuel Aubuchon and wife by deed recorded in Book 1054 page 211, a distance of 50 feet; thence North 51 degrees 24 minutes East (parallel to the Southeast line of tract so conveyed to Guerra) 437.42 feet to a point; thence North 38 degrees 36 minutes West (parallel to the Northeast line of tract so conveyed to Guerra) 487.14 feet, more or less, to a point in the center of Taussig Avenue (30 feet wide); thence South 46 degrees 56 minutes West along the center line of Taussig Avenue 20.05 feet, more or less, to the most Northern corner of tract so conveyed to Guerra; thence South 38 degrees 36 minutes East along the Northeast line of tract so conveyed to Guerra 435.59 feet to the most Eastern corner thereof; thence South 51 degrees 24 minutes West along the Southeast line of tract so conveyed to Guerra 417.42 feet to the point of beginning.

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Parcel #5: Lot 4 of the YOSTI LANDS SUBDIVISION in U. S. Survey 131, Township 47 North, Range 5 East.

Parcel #6: Part of Lots 1, 2 and 3 of the YOSTI ESTATE in U. S. Survey 131, Township 46 and 47 North Range 5 East and

part of Lots 20, 21 and 22 of the St. Charles Ferry Company Tract in U. S. Survey 47 and 1934, Township 47 North Range 5 East described as follows: Beginning at the intersection of the Northwest line of Lot 20 of the St. Charles Ferry Company Tract and the center line of St. Charles Rock Road, thence Northeast along the Northwest line of said Lot 20 a distance of 824.73 feet to the Northwest corner of said Lot 20, thence South 67 degrees 48 minutes East along the Northeast line of said Lot 20, a distance of 2.539 chains to the most Western corner of a tract conveyed to William Branneky by deed recorded in Book 503 page 28, thence South 38 degrees 37 minutes East along the Southwest line of said tract so conveyed to Branneky 18.59 chains to a point in the Southeast line of Lot 21, of said St. Charles Ferry Company tract and being the most Southern corner of said tract so conveyed to Branneky, thence continuing South 38 degrees 37 minutes East along the North line of Lot 1 of YOSTI ESTATE 713.114 feet to the most Northern corner of a tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36, thence Southwest along the Northwest lines of tracts conveyed to John Guerra and wife by deeds recorded in Book 1633 page 36 and Book 1861 page 590 a distance of 834.84 feet to the Southwest corner of said tract conveyed to Guerra and wife by deed recorded in Book 1861 page 590, thence Southeastwardly along the Southwest line of said tract so conveyed to Guerra and wife 474.49 feet to a point in the center line of of Taussig Avenue, thence South 29 degrees 41 minutes West along the center line of Taussig Avenue 404.112 feet to an angle point in said center line, thence continuing South 33 degrees 5 minutes West along said center line 397.244 feet to the continuation Eastwardly of the Northeast line of a lot conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 page 170, thence Northwest along said continuation and the Northeast line of said lot so conveyed to American Telephone and Telegraph Company, 120 feet to the Northwest corner thereof, thence Southwest along the Northwest line thereof of 130 feet to a point in the center line of St. Charles Rock Road, thence North 36 degrees 08 minutes West along the center line of St. Charles Rock Road, 989.98 feet to an angle point in said center line of St. Charles Rock Road, thence Northwardly along the center line of St. Charles Rock Road the following courses and distances: North 0 degrees 59 minutes West 997.39 feet, North 6 degrees 23 minutes West 477.77 feet, North 12 degrees 07 minutes West 348.21 feet, North 26 degrees 32 minutes West 340.42 feet and North 33 degrees 48 minutes West 20 feet more or less to the point of beginning, according to survey by Richard Elbring made on October 4th and 5th, 1920.

Parcel #7: A tract of land in U. S. Survey 131, Township 47 North, Range East in St. Louis County Missouri and described as follows: Beginning at the intersection of the Southwest line of Highway #40 with the Northwest line of Taussig Avenue 40 feet wide; thence along the Northwest line of Taussig Avenue South 52 degrees 51 minutes West 312.95 feet to a point; thence South 37 degrees 9 minutes East 30 feet to a point in the center line of Taussig Avenue; thence along the center line of Taussig Avenue South 50 degrees 51 minutes West 340 feet to a point; South 46 degrees 56 minutes West 257.33 feet to a point; South 57 degrees 50 minutes West 213.56 feet to a point; South 28 degrees 36 minutes West 39.39 feet to a point thence leaving said center line and running North 38 degrees 33 minutes West 1185.69 feet to a point; thence North 52 degrees 47-1/2 minutes East 1189.82 feet to a point in the Southwest line of Highway #40; thence along said Highway line South 38 degrees 51 minutes East 1087.23 feet to a point and South 0 degrees 3 minutes West 57.54 feet to the point of beginning, according to Survey executed by Elbring Surveying Company during November, 1958.



# QUIT CLAIM DEED (Corporation)

*This Deed*, Made and entered into this 31st day of December, 1987, by and between

CARDINAL GLENNON CHILDREN'S HOSPITAL

not-for-profit  
a corporation, organized and existing under the laws of the State of Missouri with its principal office  
in the City of St. Louis State of Missouri party of the first part, and

JOHN L. MAY ARCHBISHOP OF ST. LOUIS  
4445 Lindell Blvd.  
St. Louis, Missouri 63108

of the City of St. Louis State of Missouri party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

SEE EXHIBIT A WHICH IS ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE THERETO

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties-forever. So that neither the said party of the first part, nor its successors, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed.

Bernard C. Muger, Secretary

CARDINAL GLENNON CHILDREN'S HOSPITAL

By James H. Ferrick  
Vice-President.

STATE OF MISSOURI, }  
CITY OF ST. LOUIS } ss.

On this 31st day of December, 1987,

before me appeared

JAMES H. FERRICK to me personally known,  
who, being by me duly sworn, did say that he is the President of Cardinal Glennon Children's Hospital  
not-for-profit a/corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said JAMES H. FERRICK acknowledged  
said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State the day and year first above written.

My term expires JUNE 9, 1990

Walter L. Wittenberg  
Notary Public.  
WALTER L. WITTENBERG  
NOTARY PUBLIC-STATE  
OF MISSOURI  
ST. LOUIS COUNTY MO

Exhibit 8-H

STATE OF MISSOURI

of

ss. On this

day of

19

, before me personally appeared

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, as the party or parties of the second part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State aforesaid, the day and year first above written.

My term expires

Notary Public

STATE OF MISSOURI

of

ss.

On this

day of

, 19

before me appeared

to me personally known,

who, being by me duly sworn, did say that he is the

President of

a corporation of the State of

, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority

of its Board of Directors; and said

acknowledged

said instrument to be the free act and deed of said corporation as party of the

part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State the day and year first above written.

Notary Public

QUIT CLAIM DEED

(Corporation)

FROM

TO

## EXHIBIT A

Parcel #1. A tract in U. S. Survey 131, Township 47 North, Range 5 East, and described as: Beginning at the most Southern corner of tract conveyed to John Guerra and wife, by deed recorded in Book 1642 page 263; thence South 38 degrees 36 minutes East along the Southwest line of tract conveyed to Manuel Aubuchon and wife by deed recorded in Book 1054 page 211, a distance of 50 feet; thence North 51 degrees 24 minutes East (parallel to the Southeast line of tract so conveyed to Guerra) 437.42 feet to a point; thence North 38 degrees 36 minutes West (parallel to the Northeast line of tract so conveyed to Guerra) 487.14 feet, more or less, to a point in the center of Taussig Avenue (30 feet wide); thence South 46 degrees 56 minutes West along the center line of Taussig Avenue 20.05 feet, more or less, to the most Northern corner of tract so conveyed to Guerra; thence South 38 degrees 36 minutes East along the Northeast line of tract so conveyed to Guerra 435.59 feet to the most Eastern corner thereof; thence South 51 degrees 24 minutes West along the Southeast line of tract so conveyed to Guerra 417.42 feet to the point of beginning.

Parcel #2: A tract of land, being part of U. S. Survey 131, Township 47 North, Range 5 East, and being described as follows, to-wit: Commencing at the most Western corner of a tract of land conveyed to Manuel Aubuchon by deed recorded in Book 1054 page 211, said point being in the center of Taussig Avenue, 30 feet wide, from which point an old stone bears South 38 degrees 36 minutes East 25.44 feet; thence with the Southwest line South 38 degrees 36 minutes East 431.07 feet to an iron pipe; thence North 51 degrees 24 minutes East 417.42 feet to an iron pipe; thence North 38 degrees 36 minutes West 435.59 feet to a point in the center line of Taussig Avenue; thence with the center line of said Avenue, South 46 degrees 56 minutes West 169.44 feet and South 57 degrees 50 minutes West 213.56 feet and South 28 degrees 36 minutes West 39.39 feet to the place of beginning.

Parcel #3: A tract of land, being part of Lot 1 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and described as follows, Beginning at a point in the center line of Taussig Avenue, being the most Eastern corner of said Lot 1, from which point an iron axle bears North 38 degrees 36 minutes West 21.69 feet; thence with said Northeast line of said Lot 1 North 38 degrees 36 minutes West 474.49 feet to a stone; thence South 28 degrees 36 minutes West 626.13 feet to a stone; thence South 38 degrees 36 minutes East 474.49 feet to a point in the center line of Taussig Avenue, 40 feet wide, from which point a stone bears North 38 degrees 36 minutes West 21.69 feet; thence with the center line of Taussig Avenue North 28 degrees 36 minutes East 626.13 feet to the beginning.

Parcel #4: A tract of land, being part of Lots 1 and 3 of the Yosti Partition in U. S. Survey 131, Township 47 North, Range 5 East, and being more particularly described as follows: Beginning at an old stone in the West line of Taussig Avenue, 40 feet wide, at the most Southern corner of a 6 acre tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36; thence along the West line of Taussig Avenue South 28 degrees 36 minutes West 208.71 feet to a stone; thence North 38 degrees 36 minutes West 452.80 feet to a stone; thence North 28 degrees 36 minutes East 208.71 feet to an old stone at the most Western corner of said 6 acre tract; thence along the Southwest line of said 6 acre tract, South 38 degrees 36 minutes East 452.80 feet to the point of beginning.

Parcel #5: Lot 4 of the YOSTI LANDS SUBDIVISION in U. S. Survey 131, Township 47 North, Range 5 East.

Parcel #6: Part of Lots 1, 2 and 3 of the YOSTI ESTATE in U. S. Survey 131, Township 46 and 47 North Range 5 East and

part of Lots 20, 21 and 22 of the St. Charles Ferry Company Tract in U. S. Survey 47 and 1934, Township 47 North Range 5 East described as follows: Beginning at the intersection of the Northwest line of Lot 20 of the St. Charles Ferry Company Tract and the center line of St. Charles Rock Road, thence Northeast along the Northwest line of said Lot 20 a distance of 824.73 feet to the Northwest corner of said Lot 20, thence South 67 degrees 48 minutes East along the Northeast line of said Lot 20, a distance of 2.539 chains to the most Western corner of a tract conveyed to William Branneky by deed recorded in Book 503 page 28, thence South 38 degrees 37 minutes East along the Southwest line of said tract so conveyed to Branneky 18.59 chains to a point in the Southeast line of Lot 21, of said St. Charles Ferry Company tract and being the most Southern corner of said tract so conveyed to Branneky, thence continuing South 38 degrees 37 minutes East along the North line of Lot 1 of YOSTI ESTATE 713.114 feet to the most Northern corner of a tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36, thence Southwest along the Northwest lines of tracts conveyed to John Guerra and wife by deeds recorded in Book 1633 page 36 and Book 1861 page 590 a distance of 834.84 feet to the Southwest corner of said tract conveyed to Guerra and wife by deed recorded in Book 1861 page 590, thence Southeastwardly along the Southwest line of said tract so conveyed to Guerra and wife 474.49 feet to a point in the center line of Taussig Avenue, thence South 29 degrees 41 minutes West along the center line of Taussig Avenue 404.112 feet to an angle point in said center line, thence continuing South 33 degrees 5 minutes West along said center line 397.244 feet to the continuation Eastwardly of the Northeast line of a lot conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 page 170, thence Northwest along said continuation and the Northeast line of said lot so conveyed to American Telephone and Telegraph Company, 120 feet to the Northwest corner thereof, thence Southwest along the Northwest line thereof of 130 feet to a point in the center line of St. Charles Rock Road, thence North 56 degrees 08 minutes West along the center line of St. Charles Rock Road, 989.98 feet to an angle point in said center line of St. Charles Rock Road, thence Northwardly along the center line of St. Charles Rock Road the following courses and distances: North 0 degrees 59 minutes West 997.39 feet, North 6 degrees 23 minutes West 477.77 feet, North 12 degrees 07 minutes West 348.21 feet, North 26 degrees 32 minutes West 340.42 feet and North 33 degrees 48 minutes West 20 feet more or less to the point of beginning, according to survey by Richard Elbring made on October 4th and 5th, 1920.

Parcel #7: A tract of land in U. S. Survey 131, Township 47 North, Range East in St. Louis County Missouri and described as follows: Beginning at the intersection of the Southwest line of Highway #40 with the Northwest line of Taussig Avenue 40 feet wide; thence along the Northwest line of Taussig Avenue South 52 degrees 51 minutes West 312.95 feet to a point; thence South 37 degrees 9 minutes East 30 feet to a point in the center line of Taussig Avenue; thence along the center line of Taussig Avenue South 50 degrees 51 minutes West 340 feet to a point; South 46 degrees 56 minutes West 257.33 feet to a point; South 57 degrees 50 minutes West 213.46 feet to a point; South 28 degrees 36 minutes West 39.39 feet to a point thence leaving said center line and running North 38 degrees 33 minutes West 1185.69 feet to a point; thence North 52 degrees 47-1/2 minutes East 1189.82 feet to a point in the Southwest line of Highway #40; thence along said Highway line South 38 degrees 51 minutes East 1087.23 feet to a point and South 0 degrees 3 minutes West 57.54 feet to the point of beginning, according to Survey executed by Elbring Surveying Company during November, 1958.

## QUIT CLAIM DEED (Corporation)

*This Deed*, Made and entered into this 31st day of December, 1987, by and between

~~not-for-profit~~ LITTLE SISTERS OF THE POOR  
 a/corporation, organized and existing under the laws of the State of Missouri with its principal office  
 in the City of St. Louis State of Missouri party of the first part, and  
 JOHN L. MAY ARCHBISHOP OF ST. LOUIS  
 4445 Lindell Blvd.  
 St. Louis, Missouri 63108  
 of the City of St. Louis State of Missouri party or parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

SEE EXHIBIT A WHICH IS ATTACHED HERETO  
 AND INCORPORATED HEREIN BY THIS REFERENCE THERETO

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever. So that neither the said party of the first part, nor its successors, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed.

*St. Anna Marie Jacobus*  
 Secretary

LITTLE SISTERS OF THE POOR

By *St. Marguerite Mc Carthy*  
 President.

STATE OF MISSOURI, }  
 CITY OF ST. LOUIS } ss.

On this 31st day of December, 1987,

before me appeared MARGUERITE Mc CARTHY to me personally known,  
 who, being by me duly sworn, did say that he is the President of Little Sisters of the Poor  
~~not-for-profit~~ a/corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said MARGUERITE Mc CARTHY acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State the day and year first above written.

My term expires June 9, 1990

*Walter L. Wittenberg*  
 Notary Public.  
 WALTER L. WITTENBERG  
 NOTARY PUBLIC STATE  
 OF MISSOURI  
 ST. LOUIS COUNTY MO

STATE OF MISSOURI

of

ss. On this

day of

. 19

, before me personally appeared

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, as the party or parties of the second part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State aforesaid, the day and year first above written.

My term expires

Notary Public

STATE OF MISSOURI

of

ss.

On this

day of

, 19

before me appeared

to me personally known.

who, being by me duly sworn, did say that he is the

President of

a corporation of the State of

, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority

of its Board of Directors; and said

acknowledged

said instrument to be the free act and deed of said corporation as party of the

part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State the day and year first above written.

Notary Public

QUIT CLAIM DEED

(Corporation)

FROM

TO

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# QUIT-CLAIM DEED

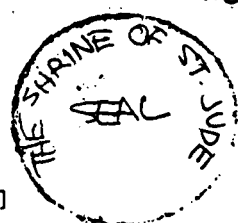
County Fee 1.40  
 State User Fee \$3.00  
 Total 4.40

This Deed, Made and entered into this 15th day of January, 1988, by and between JOHN L. MAY ARCHBISHOP OF ST. LOUIS, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, and THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, parties of the first part, and JOHN L. MAY ARCHBISHOP OF ST. LOUIS, having as his address 4445 Lindell Blvd., St. Louis, Missouri 63108, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, having as its address 221 W. Madison Street, Chicago, Illinois 60606, and THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, having as its address 4140 Lindell Boulevard, St. Louis, Missouri 63108, parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by parties of the second part, the receipt of which is hereby acknowledged, do by these presents Remise, Release and forever Quit-Claim unto the said JOHN L. MAY ARCHBISHOP OF ST. LOUIS, an undivided forty-nine and sixty-two one-hundredths percent (49.62%) interest, unto the said THE SHRINE OF ST. JUDE, an undivided twenty-five and nineteen one-hundredths percent (25.19%) interest, and unto the said THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, an undivided twenty-five and nineteen one-hundredths percent (25.19%) interest, each in and to the aggregate undivided fifty percent (50%) interest of the aforesaid JOHN L. MAY ARCHBISHOP OF ST. LOUIS, THE SHRINE OF ST. JUDE, a not-for-profit corporation of the State of Illinois, and THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS, a not-for-profit corporation of the State of Missouri, in the Real Estate situated in the County of St. Louis and State of Missouri which is more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference thereto.

To Have and to Hold, together with all improvements thereon and all and singular the rights and appurtenances pertaining thereto, including (without any express or implied warranty as to) the right to the rents, issues and profits therefrom under any existing lease, contract or other instrument or agreement, or otherwise, whether or not a matter of public record, unto the said parties of the second part, and to their respective successors and assigns forever. So that neither the said parties of the first part, nor their successors or assigns, nor any other person or persons for or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

633



[Seal]

John L. May  
 JOHN L. MAY, STATE OF MISSOURI) SS  
 ARCHBISHOP OF ST. LOUIS) FILED FOR RECORD

THE SHRINE OF ST. JUDE & ST. JUDE LEAGUE  
 By: Gregory D. Kenny  
 Title: President  
 GREGORY D. KENNY

THE SOCIETY FOR THE PROPAGATION OF THE FAITH, ARCHDIOCESE OF ST. LOUIS  
 By: Bernard H. Sandheimrich  
 Title: President

[Seal]

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On 1-15, 1988, before me, a notary public, personally appeared John L. May, Archbishop of St. Louis, to me known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

Kathleen V. Flynn  
Notary Public

My commission expires: 6-9-89 KATHLEEN V. FLYNN

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook DU PAGE )

On 1-29-88, 1988, before me, a notary public, personally appeared Barclay D. Kennedy, to me known, who, being by me duly sworn, did say that he is the Treasurer of The Shrine of St. Jude, a/k/a St. Jude League, a not-for-profit corporation of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

Barbara D. Mack  
Notary Public  
BARBARA D. MACK

My commission expires: 11/3/89

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On JAN. 15, 1988, before me, a notary public, personally appeared BERNARD H. LANDENHEIM, to me known, who, being by me duly sworn, did say that he is the DIRECTOR of The Society for the Propagation of The Faith, Archdiocese of St. Louis, a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the location aforesaid, the day and year first above written.

John R. Gaydo  
Notary Public

My commission expires: Jan 7 Oct. 3, 1989

JOHN R. GAYDO  
NOTARY PUBLIC, STATE OF  
MY COMMISSION EXPIRES OCT. 3, 1989  
CITY OF ST. LOUIS

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Parcel #6: Part of Lots 1, 2 and 3 of the YOSTI ESTATE in U. S. Survey 131, Township 46 and 47 North Range 5 East and

part of Lots 20, 21 and 22 of the St. Charles Ferry Company Tract in U. S. Survey 47 and 1934, Township 47 North Range 5 East described as follows: Beginning at the intersection of the Northwest line of Lot 20 of the St. Charles Ferry Company Tract and the center line of St. Charles Rock Road, thence Northeast along the Northwest line of said Lot 20 a distance of 824.73 feet to the Northwest corner of said Lot 20, thence South 67 degrees 48 minutes East along the Northeast line of said Lot 20, a distance of 2.539 chains to the most Western corner of a tract conveyed to William Branneky by deed recorded in Book 503 page 28, thence South 38 degrees 37 minutes East along the Southwest line of said tract so conveyed to Branneky 18.59 chains to a point in the Southeast line of Lot 21, of said St. Charles Ferry Company tract and being the most Southern corner of said tract so conveyed to Branneky, thence continuing South 38 degrees 37 minutes East along the North line of Lot 1 of YOSTI ESTATE 713.114 feet to the most Northern corner of a tract conveyed to John Guerra and wife by deed recorded in Book 1633 page 36, thence Southwest along the Northwest lines of tracts conveyed to John Guerra and wife by deeds recorded in Book 1633 page 36 and Book 1861 page 590 a distance of 834.84 feet to the Southwest corner of said tract conveyed to Guerra and wife by deed recorded in Book 1861 page 590, thence Southeastwardly along the Southwest line of said tract so conveyed to Guerra and wife 474.49 feet to a point in the center line of Taussig Avenue, thence South 29 degrees 41 minutes West along the center line of Taussig Avenue 404.112 feet to an angle point in said center line, thence continuing South 33 degrees 5 minutes West along said center line 397.244 feet to the continuation Eastwardly of the Northeast line of a lot conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 page 170, thence Northwest along said continuation and the Northeast line of said lot so conveyed to American Telephone and Telegraph Company, 120 feet to the Northwest corner thereof, thence Southwest along the Northwest line thereof of 130 feet to a point in the center line of St. Charles Rock Road, thence North 56 degrees 08 minutes West along the center line of St. Charles Rock Road, 989.98 feet to an angle point in said center line of St. Charles Rock Road, thence Northwardly along the center line of St. Charles Rock Road the following courses and distances: North 0 degrees 59 minutes West 997.39 feet, North 6 degrees 23 minutes West 477.77 feet, North 12 degrees 07 minutes West 348.21 feet, North 26 degrees 32 minutes West 340.42 feet and North 33 degrees 48 minutes West 20 feet more or less to the point of beginning, according to survey by Richard Elbring made on October 4th and 5th, 1920.

Parcel #7: A tract of land in U. S. Survey 131, Township 47 North, Range East in St. Louis County Missouri and described as follows: Beginning at the intersection of the Southwest line of Highway #40 with the Northwest line of Taussig Avenue 40 feet wide; thence along the Northwest line of Taussig Avenue South 52 degrees 51 minutes West 312.95 feet to a point; thence South 37 degrees 9 minutes East 30 feet to a point in the center line of Taussig Avenue; thence along the center line of Taussig Avenue South 50 degrees 51 minutes West 340 feet to a point; South 46 degrees 56 minutes West 257.33 feet to a point; South 57 degrees 50 minutes West 213.66 feet to a point; South 28 degrees 36 minutes West 39.39 feet to a point thence leaving said center line and running North 38 degrees 33 minutes West 1185.69 feet to a point; thence North 52 degrees 47-1/2 minutes East 1189.82 feet to a point in the Southwest line of Highway #40; thence along said Highway line South 38 degrees 51 minutes East 1087.23 feet to a point and South 0 degrees 3 minutes West 57.54 feet to the point of beginning, according to Survey executed by Elbring Surveying Company during November, 1958.

RECORDED  
ST. LOUIS COUNTY MO  
FILED 11-1-80  
000633 MAR 14 80

STATE OF MISSOURI }  
County of St. Louis } ss.

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time, and on the day, month and year, all as same appears on the face thereof, and is truly recorded in the book, and at the page or pages indicated thereon.

*Daniel T. Kneaf*

Recorder of Deeds

By *[Signature]*  
Deputy Recorder

GENERAL WARRANTY DEED

This Deed made and entered into this 29th day of July, 1988, by and between John L. May Archbishop of St. Louis, in his capacity as Archbishop of St. Louis and not individually ("Archbishop"), 4445 Lindell Boulevard, St. Louis, Missouri 63108, of the City of St. Louis, State of Missouri, The Shrine of St. Jude (a/k/a St. Jude League) (the "Shrine"), a corporation, 205 West Monroe Street, Chicago, Illinois 60606, of the County of Cook, State of Illinois, and The Society for the Propagation of the Faith, Archdiocese of St. Louis (the "Society"), a corporation, 4140 Lindell Boulevard, St. Louis, Missouri 63108, of the City of St. Louis and State of Missouri (Archbishop, the Shrine and the Society being herein collectively called "Grantors") and West Lake Landfill, Inc., a corporation, 1838 North Broadway, St. Louis, Missouri 63102, of the City of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantors, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, to-wit: an aggregate undivided one-half (1/2) interest in that Real Estate (Archbishop conveying his 49.62% interest, the Shrine conveying its 25.19% interest and the Society conveying its 25.19% interest in such undivided one-half (1/2) interest) more particularly described in Exhibit A attached hereto and incorporated herein by this reference, excluding, however, that real property described in Exhibit B attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record, including that certain Lease dated June 30, 1971 between Vertice R. Cruse and Catherine H. Cruse, his wife, and Lillian E. Trump, as lessors, and West Lake Quarry and Material Company, as lessee, a memorandum of which Lease is recorded at Book 6527, Page 141 in the records of the Recorder of Deeds of St. Louis County, Missouri.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Exhibit 8-J

Grantors severally covenant that the respective Grantors and Grantors' respective successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and unto Grantee's successors and assigns against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1988 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantors have caused these presents to be signed and sealed as of the day and year first above set forth.

  
John L. May Archbishop of St. Louis

THE SHRINE OF ST. JUDE

(SEAL)

By:   
Its Provincial Treasurer

THE SOCIETY FOR THE PROPAGATION OF  
THE FAITH, ARCHDIOCESE OF ST. LOUIS

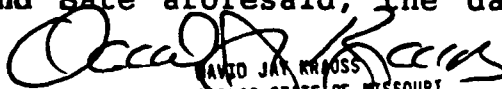
(SEAL)

By:   
Its Vice President

STATE OF MISSOURI )  
                          ) SS.  
CITY OF ST. LOUIS )

On this 29th day of July, 1988, before me, a notary public, personally appeared John L. May Archbishop of St. Louis, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

  
DAVID JAY KNOSS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS CO.

MY COMMISSION EXP. JAN. 19, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

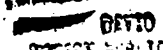
My commission expires:

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

On this 29th day of July, 1988, before me, a notary public, personally appeared Reverend Gregory D. Kenny, CMF, to me known, who being by me duly sworn, did say that he is the Provincial Treasurer of The Shrine of St. Jude, a/k/a St. Jude League, a not-for-profit corporation of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

  
Notary Public

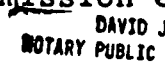
My commission expires:  DAVID JAY KRAUSS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS CO.  
MY COMMISSION EXP. JAN. 19, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

On this 29th day of July, 1988, before me, a notary public, personally appeared Monsignor Bernard H. Sandheinrich, to me known, who being by me duly sworn, did say that he is the Vice President of The Society For the Propagation of the Faith, Archdiocese of St. Louis, a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

  
Notary Public

My commission expires:  DAVID JAY KRAUSS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS CO.  
MY COMMISSION EXP. JAN. 19, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.



## EXHIBIT A

### Legal Description

#### Tract 1

A tract of land in part of Lots 1,2,3, of the Yosti Partition in U.S. Survey 131, part of Lots 20,21, and 22 of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934, in Township 46 and 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County Missouri, described as follows:

Commencing at the intersection of the northwesterly line of U.S. Survey 131 and the southwesterly right of way line of Highway 40; thence South 47 degrees 56 minutes 21 seconds West, along the northwesterly line of U.S. Survey 131, a distance of 1188.85 feet to the most southerly corner of a tract of land conveyed to William Branneky as recorded in Book 503 on Page 28; thence North 43 degrees 34 minutes 53 seconds West, along the southwesterly line of said Branneky tract, a distance of 299.74 feet to the Point of Beginning of the following described tract; thence South 39 degrees 22 minutes 26 seconds West, a distance of 69.73 feet; thence South 43 degrees 55 minutes 12 seconds East, a distance of 444.12 feet; thence South 2 degrees 03 minutes 23 seconds East, a distance of 332.12 feet; thence South 58 degrees 55 minutes 53 seconds West, a distance of 277.03 feet; thence around a curve to the left having, a radius of 450.00 feet and a chord bearing South 30 degrees 29 minutes 30 seconds West, a chord distance of 428.61 feet to a point of compound curve; thence around a curve to the left, having a radius of 150.00 feet and a chord bearing South 47 degrees 50 minutes 16 seconds East, a chord distance of 229.44 feet to its point of tangency; thence North 82 degrees 16 minutes 22 seconds East, a distance of 106.78 feet; thence South 7 degrees 43 minutes 38 seconds East, a distance of 65.61 feet; thence South 49 degrees 02 minutes 55 seconds East, a distance of 174.81 feet; thence South 56 degrees 34 minutes 13 seconds East, a distance of 296.04 feet; thence South 26 degrees 44 minutes 32 seconds West, a distance of 644.89 feet; thence South 51 degrees 56 minutes 32 seconds West, a distance of 311.60 feet to the centerline of St. Charles Rock Road; thence along said centerline the following courses and distances: North 61 degrees 07 minutes 11 seconds West, a distance of 739.36 feet; North 5 degrees 58 minutes 11 seconds West, a distance of 997.50 feet; North 11 degrees 22 minutes 11 seconds West, a distance of 477.70 feet; North 17 degrees 07 minutes 11 seconds West, a distance of 348.30 feet; North 31 degrees 34 minutes 11 seconds West, a distance of 349.50 feet; North 38 degrees 50 minutes 11 seconds West, a distance of 22.38 feet to the northwest line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said Northwest line, a distance of 824.56 feet to the Northwest corner of said Lot 20; thence South 72 degrees 46 minutes 42 seconds East, along the northerly line of Lot 20, a distance of 167.57 feet to the most westerly corner of the aforementioned Branneky tract; thence South 43 degrees 34 minutes 53 seconds East, along the southwesterly line of said Branneky tract, a distance of 924.36 feet to the Point of Beginning.

## Tract 2

A tract of land in part of Lots 1, 3, and 4 of the Yosti Partition in U.S. Survey 131, and part of U.S. Survey 131, in Townships 46 and 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Beginning at the most easterly corner of Lot 1 of the Yosti Partition in U.S. Survey 131, being a point in the centerline of Taussig Avenue; thence South 43 degrees 34 minutes 53 seconds East, along the northeasterly line of Lot 4 of the Yosti Partition, a distance of 99.92; thence South 6 degrees 41 minutes 15 seconds West, a distance of 68.96 feet; thence South 23 degrees 21 minutes 55 seconds West, a distance of 154.73 feet; thence South 26 degrees 49 minutes 07 seconds East, a distance of 55.27 feet; thence South 14 degrees 32 minutes 36 seconds West, a distance of 143.63 feet; thence South 34 degrees 03 minutes 12 seconds West, a distance of 220.86 feet; thence North 55 degrees 41 minutes 34 seconds West, a distance of 127.00 feet; thence South 88 degrees 59 minutes 19 seconds West, a distance of 62.24 feet; thence South 54 degrees 43 minutes 18 seconds West, a distance of 240.50 feet; thence South 26 degrees 44 minutes 32 seconds West, a distance of 450.91 feet; thence South 8 degrees 25 minutes 49 seconds West, a distance of 224.01 feet; thence South 17 degrees 14 minutes 43 seconds East, a distance of 28.63 feet; thence South 47 degrees 09 minutes 44 seconds East, a distance of 61.27 feet; thence South 24 degrees 34 minutes 10 seconds East, a distance of 73.64 feet; thence South 0 degrees 07 minutes 21 seconds West, a distance of 107.37 feet to the northeasterly right of way line of the St. Charles Rock Road, 60 foot wide; thence South 61 degrees 07 minutes 11 seconds East, along said right of way line, a distance of 758.45 feet to the most southerly corner of Lot 4 of said Yosti Partition; thence North 39 degrees 17 minutes 12 seconds East, along the southeasterly line of said Lot 4, a distance of 1349.58 feet to the most easterly corner thereof; thence North 43 degrees 34 minutes 53 seconds West, along the northeasterly line of said lot 4, a distance of 779.68 feet to a point 50.00 feet southeasterly of the most southerly corner of a tract of land conveyed to John Guerra and wife by deed recorded in Book 1642 on Page 263; thence North 46 degrees 24 minutes 31 seconds East, parallel with the southeasterly line of said Guerra tract, a distance of 437.11 feet; thence North 43 degrees 34 minutes 53 seconds West, parallel with the northeasterly line of said Guerra tract, a distance of 486.26 feet to the centerline of Taussig Avenue; thence North 41 degrees 52 minutes 29 seconds East, along said centerline, a distance of 68.21 feet; thence North 47 degrees 48 minutes 29 seconds East, along said centerline, a distance of 340.00 feet; thence North 42 degrees 11 minutes 31 seconds West, a distance of 30.00 feet to the northwesterly right of way line of said Taussig Avenue; thence North 47 degrees 48 minutes 29 seconds East, along said right of way a distance of 312.95 feet; thence North 5 degrees 09 minutes 06 seconds West, continuing along said right of way, a distance of 57.50 feet to the southwesterly right of way of Highway 40, also known as St. Charles Rock Road; thence North 43 degrees 53 minutes 31 seconds West, along said southwesterly right of way line, a distance of 877.45 feet; thence South 51 degrees 12 minutes 40 seconds West, a distance of 1023.23 feet; thence South 25 degrees 58 minutes 41 seconds West, a distance of 181.33 feet, to the northeasterly line of Lot 1 of the Yosti Partition of U.S. Survey 131; thence South 43 degrees 34 minutes 53 seconds East, along said northeasterly line, a distance of 971.20 feet to the Point of Beginning.

Tract 3

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Beginning at the intersection of the northwesterly line of U.S. Survey 131 and the southwestly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 72.80 feet; thence South 51 degrees 12 minutes 40 seconds West, a distance of 277.46 feet; thence South 75 degrees 52 minutes 00 seconds West, a distance of 121.55 feet to the northwesterly line of U.S. Survey 131; thence North 47 degrees 56 minutes 21 seconds East, along said northwesterly line, a distance of 382.08 feet to the Point of Beginning.

## EXHIBIT B

### Legal Description

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line, of U.S. Survey 131 and the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning.

A tract of land in part of Lot 20, of the St. Charles Ferry, Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet of the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning.

GENERAL WARRANTY DEED

This Deed made and entered into this 29th day of July, 1988, by and between West Lake Landfill, Inc., a corporation, 12976 St. Charles Rock Road, St. Louis, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantor") and Rock Road Industries, Inc., a corporation, 12976 St. Charles Rock Road, St. Louis, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, more particularly described in Exhibit A attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Grantor covenants that Grantor and Grantor's respective successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and unto Grantee's successors and assigns against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1988 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed as of the day and year first above set forth.

WEST LAKE LANDFILL, INC.

(SEAL)

By: 

Its President

Exhibit 8-K

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

On this 29th day of July, 1988, before me, a notary public, personally appeared William E. Whitaker, to me known, who being by me duly sworn, did say that he is the President of West Lake Landfill, Inc., a Missouri corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My commission expires:

DAVID JAY KRAUSS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS CO.  
MY COMMISSION EXP. JAN. 19, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

**EXHIBIT A**

**Legal Description**

A tract of land in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 824.56 feet to the northwest corner of said Lot 20, said point being the Point of Beginning of the following described tract; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 880.36 feet, to the most southwesterly line of a tract of land conveyed to William Branneky by deed recorded in Book 503 on Page 28; thence North 43 degrees 34 minutes 53 seconds West, along said southwesterly line a distance of 353.62 feet to the most westerly corner of said Branneky tract; thence North 72 degrees 46 minutes 42 seconds West, a distance of 167.57 feet to the Point of Beginning.

GENERAL WARRANTY DEED

This Deed made and entered into this 29th day of July, 1988, by and between West Lake Landfill, Inc., a corporation, 12976 St. Charles Rock Road, St. Louis, Missouri 63044, of the County of St. Louis and State of Missouri ("Grantor") and West Lake Quarry and Material Company, 12976 St. Charles Rock Road, St. Louis, Missouri 63044, of the County of St. Louis, State of Missouri ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the Real Estate ("Real Estate") in the County of St. Louis and State of Missouri more particularly described on Exhibit A attached hereto and incorporated herein by this reference, subject to all easements, conditions, restrictions and other matters of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee and its successors and assigns forever.

Grantor covenants that it and its successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and to the successors and assignees of Grantee forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1988 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above set forth.

WEST LAKE LANDFILL, INC.

(SEAL)

By: 


Its President



STATE OF MISSOURI    )  
                          )   SS.  
CITY OF ST. LOUIS    )

On this 29th day of July, 1988, before me, a notary public, personally appeared William E. Whitaker, to me known, who, being by me duly sworn, did say that he is the President of West Lake Landfill, Inc., a Missouri corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My commission expires:

— DAVID JAY KRAUSS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS CO.  
MY COMMISSION EXP. JAN. 19, 1989  
ISSUED THRU MISSOURI NOTARY ASSOC.

EXHIBIT A

Legal Description

A tract of land in part of U.S. Survey 47, Township 47 North, Range 5 East of the 5th Principal Meridian St. Louis, County, Missouri, described as follows:

Commencing at the intersection of the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road and the southeasterly line of U.S. Survey 47; thence South 47 degrees 56 minutes 21 seconds West, along said southeasterly line of U.S. Survey 47, a distance of 382.08 feet to the Point of Beginning of the following described tract; thence continuing South 47 degrees 56 minutes 21 seconds West, along said line, a distance of 806.77 feet to the most southerly corner of a tract of land conveyed to William Braneky by deed recorded in Book 503 on Page 28; thence North 43 degrees 34 minutes 53 seconds West, along the southwesterly line of said Braneky tract, a distance of 299.74 feet; thence North 39 degrees 22 minutes 26 seconds East, a distance of 394.10 feet; thence North 53 degrees 20 minutes 34 seconds East, a distance of 126.98 feet; thence South 50 degrees 18 minutes 12 seconds East, a distance of 205.86 feet; thence North 75 degrees 52 minutes 00 seconds East, a distance of 304.56 feet to the Point of Beginning.

(87G/5)

GENERAL WARRANTY DEED

This Deed made and entered into this 25 day of January, 1990, by and between Walter Trump, individually, in his capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Dorothy Trump, and in his capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for his benefit of which Dorothy Trump is the sole trustee (collectively, in all said capacities, "Mr. Trump"), and Dorothy Trump, individually, in her capacity as the sole trustee of the trust under the Will of Mrs. Trump for the benefit of Mr. Trump, and in her capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for her benefit of which Mr. Trump is the sole trustee (collectively, in all said capacities, "Mr. Trump"), (Mr. Trump and Ms. Trump being herein collectively called "Grantor"), and Laidlaw Waste Systems (Bridgeton) Inc., a Missouri corporation, 13570 St. Charles Rock Road, Bridgeton, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, to-wit: an aggregate undivided one-half (1/2) interest in that Real Estate more particularly described in Exhibit A attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record; and exclusive of any improvements therein, thereto or thereon, as to which improvements the conveyance made hereby shall be deemed to be by quit claim of Grantor's interest therein, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Grantor covenants that Grantor and Grantor's respective successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and unto Grantee's successors and assigns

Exhibit 8-L

against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1990 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed as of the day and year first above set forth.

Walter Trump  
WALTER TRUMP

Individually, in his capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Dorothy Trump, and in his capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for his benefit of which Dorothy Trump is the sole trustee

Dorothy Trump  
DOROTHY TRUMP

Individually, in her capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Walter Trump, and in her capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for her benefit of which Walter Trump is the sole trustee

STATE OF MISSOURI )

County of St. Charles ) SS

On this 25 day of January, 1990, before me, a notary public, personally appeared Walter Trump, to me known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Paul F. Niedner*

Notary Public

My commission expires: \_\_\_\_\_

PAUL F. NIEDNER, Notary Public  
STATE OF MISSOURI, ST. CHARLES COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 11, 1993

STATE OF MISSOURI )

County of St. Charles ) SS

On this \_\_\_\_\_ day of January, 1990, before me, a notary public, personally appeared Dorothy Trump, to me known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes stated therein as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Paul F. Niedner*

Notary Public

My commission expires: \_\_\_\_\_

PAUL F. NIEDNER, Notary Public  
STATE OF MISSOURI, ST. CHARLES COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 11, 1993

EXHIBIT A**Tract 1**

A tract of land in part of Lots 1,2,3, of the Yosti Partition in U.S. Survey 131, part of Lots 20,21, and 22 of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934, in Township 46 and 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County Missouri, described as follows:

Commencing at the intersection of the northwesterly line of U.S. Survey 131 and the southwesterly right of way line of Highway 40; thence South 47 degrees 56 minutes 21 seconds West, along the northwesterly line of U.S. Survey 131, a distance of 1188.85 feet to the most southerly corner of a tract of land conveyed to William Branneky as recorded in Book 503 on Page 28; thence North 43 degrees 34 minutes 53 seconds West, along the southwesterly line of said Branneky tract, a distance of 299.74 feet to the Point of Beginning of the following described tract; thence South 39 degrees 22 minutes 26 seconds West, a distance of 69.73 feet; thence South 43 degrees 55 minutes 12 seconds East, a distance of 444.12 feet; thence South 2 degrees 03 minutes 23 seconds East, a distance of 332.12 feet; thence South 58 degrees 55 minutes 53 seconds West, a distance of 277.03 feet; thence around a curve to the left having, a radius of 450.00 feet and a chord bearing South 30 degrees 29 minutes 30 seconds West, a chord distance of 428.61 feet to a point of compound curve; thence around a curve to the left, having a radius of 150.00 feet and a chord bearing South 47 degrees 50 minutes 16 seconds East, a chord distance of 229.44 feet to its point of tangency; thence North 82 degrees 16 minutes 22 seconds East, a distance of 106.78 feet; thence South 7 degrees 43 minutes 38 seconds East, a distance of 65.61 feet; thence South 49 degrees 02 minutes 55 seconds East, a distance of 174.81 feet; thence South 56 degrees 34 minutes 13 seconds East, a distance of 296.04 feet; thence South 26 degrees 44 minutes 32 seconds West, a distance of 644.89 feet; thence South 51 degrees 56 minutes 32 seconds West, a distance of 311.60 feet to the centerline of St. Charles Rock Road; thence along said centerline the following courses and distances: North 61 degrees 07 minutes 11 seconds West, a distance of 739.36 feet; North 5 degrees 58 minutes 11 seconds West, a distance of 997.50 feet; North 11 degrees 22 minutes 11 seconds West, a distance of 477.70 feet; North 17 degrees 07 minutes 11 seconds West, a distance of 348.30 feet; North 31 degrees 34 minutes 11 seconds West, a distance of 349.50 feet; North 38 degrees 50 minutes 11 seconds West, a distance of 22.38 feet to the northwest line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said Northwest line, a distance of 824.56 feet to the Northwest corner of said Lot 20; thence South 72 degrees 46 minutes 42 seconds East, along the northerly line of Lot 20, a distance of 167.57 feet to the most westerly corner of the aforementioned Branneky tract; thence South 43 degrees 34 minutes 53 seconds East, along the southwesterly line of said Branneky tract, a distance of 924.36 feet to the Point of Beginning.

## Tract 2

A tract of land in part of Lots 1, 3, and 4 of the Yosti Partition in U.S. Survey 131, and part of U.S. Survey 131, in Townships 46 and 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Beginning at the most easterly corner of Lot 1 of the Yosti Partition in U.S. Survey 131, being a point in the centerline of Taussig Avenue; thence South 43 degrees 34 minutes 53 seconds East, along the northeasterly line of Lot 4 of the Yosti Partition, a distance of 99.92; thence South 6 degrees 41 minutes 15 seconds West, a distance of 68.96 feet; thence South 23 degrees 21 minutes 55 seconds West, a distance of 154.73 feet; thence South 26 degrees 49 minutes 07 seconds East, a distance of 55.27 feet; thence South 14 degrees 32 minutes 36 seconds West, a distance of 143.63 feet; thence South 34 degrees 03 minutes 12 seconds West, a distance of 220.86 feet; thence North 55 degrees 41 minutes 34 seconds West, a distance of 127.00 feet; thence South 88 degrees 59 minutes 19 seconds West, a distance of 62.24 feet; thence South 54 degrees 43 minutes 18 seconds West, a distance of 240.50 feet; thence South 26 degrees 44 minutes 32 seconds West, a distance of 450.91 feet; thence South 8 degrees 25 minutes 49 seconds West, a distance of 224.01 feet; thence South 17 degrees 14 minutes 43 seconds East, a distance of 28.63 feet; thence South 47 degrees 09 minutes 44 seconds East, a distance of 61.27 feet; thence South 24 degrees 34 minutes 10 seconds East, a distance of 73.64 feet; thence South 0 degrees 07 minutes 21 seconds West, a distance of 107.37 feet to the northeasterly right of way line of the St. Charles Rock Road, 60 foot wide; thence South 61 degrees 07 minutes 11 seconds East, along said right of way line, a distance of 758.45 feet to the most southerly corner of Lot 4 of said Yosti Partition; thence North 39 degrees 17 minutes 12 seconds East, along the southeasterly line of said Lot 4, a distance of 1349.58 feet to the most easterly corner thereof; thence North 43 degrees 34 minutes 53 seconds West, along the northeasterly line of said lot 4, a distance of 779.68 feet to a point 50.00 feet southeasterly of the most southerly corner of a tract of land conveyed to John Guerra and wife by deed recorded in Book 1642 on Page 263; thence North 46 degrees 24 minutes 31 seconds East, parallel with the southeasterly line of said Guerra tract, a distance of 437.11 feet; thence North 43 degrees 34 minutes 53 seconds West, parallel with the northeasterly line of said Guerra tract, a distance of 486.26 feet to the centerline of Taussig Avenue; thence North 41 degrees 52 minutes 29 seconds East, along said centerline, a distance of 68.21 feet; thence North 47 degrees 48 minutes 29 seconds East, along said centerline, a distance of 340.00 feet; thence North 42 degrees 11 minutes 31 seconds West, a distance of 30.00 feet to the northwesterly right of way line of said Taussig Avenue; thence North 47 degrees 48 minutes 29 seconds East, along said right of way a distance of 312.95 feet; thence North 5 degrees 09 minutes 06 seconds West, continuing along said right of way, a distance of 57.50 feet to the southwesterly right of way of Highway 40, also known as St. Charles Rock Road; thence North 43 degrees 53 minutes 31 seconds West, along said southwesterly right of way line, a distance of 877.45 feet; thence South 51 degrees 12 minutes 40 seconds West, a distance of 1023.23 feet; thence South 25 degrees 58 minutes 41 seconds West, a distance of 181.33 feet, to the northeasterly line of Lot 1 of the Yosti Partition of U.S. Survey 131; thence South 43 degrees 34 minutes 53 seconds East, along said northeasterly line, a distance of 971.20 feet to the Point of Beginning.

**Tract 3**

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Beginning at the intersection of the northwesterly line of U.S. Survey 131 and the southwestly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 72.80 feet; thence South 51 degrees 12 minutes 40 seconds West, a distance of 277.46 feet; thence South 75 degrees 52 minutes 00 seconds West, a distance of 121.55 feet to the northwesterly line of U.S. Survey 131; thence North 47 degrees 56 minutes 21 seconds East, along said northwesterly line, a distance of 382.08 feet to the Point of Beginning.

EXCLUDING FROM THE FOREGOING TRACTS OF LAND THE FOLLOWING DESCRIBED TRACTS OF LAND:

**Tract 1**

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line, of U.S. Survey 131 and the southwestly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning.

**Tract 2**

A tract of land in part of Lot 20, of the St. Charles Ferry, Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet of the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a



distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning.

(87G/4)

GENERAL WARRANTY DEED

This Deed made and entered into this 25 day of January, 1990, by and between Walter Trump, individually, in his capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Dorothy Trump, and in his capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for his benefit of which Dorothy Trump is the sole trustee (collectively, in all said capacities, "Mr. Trump"), and Dorothy Trump, individually, in her capacity as the sole trustee of the trust under the Will of Mrs. Trump for the benefit of Mr. Trump, and in her capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for her benefit of which Mr. Trump is the sole trustee (collectively, in all said capacities, "Mr. Trump"), (Mr. Trump and Ms. Trump being herein collectively called "Grantor"), and Rock Road Industries, Inc., a Missouri corporation, 12976 St. Charles Rock Road, St. Louis, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, to-wit: an aggregate undivided one-half (1/2) interest in that Real Estate more particularly described in Exhibit A attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record; and exclusive of any improvements therein, thereto or thereon, as to which improvements the conveyance made hereby shall be deemed to be by quit claim of Grantor's interest therein, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Grantor covenants that Grantor and Grantor's respective successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and unto Grantee's successors and assigns against the lawful claims of all persons whomsoever, excepting,

Exhibit 8-M

however, the general taxes for the calendar year 1990 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed as of the day and year first above set forth.

Walter Trump

WALTER TRUMP

Individually, in his capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Dorothy Trump, and in his capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for his benefit of which Dorothy Trump is the sole trustee

Dorothy Trump

DOROTHY TRUMP

Individually, in her capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Walter Trump, and in her capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for her benefit of which Walter Trump is the sole trustee

STATE OF MISSOURI )

County of St. Charles )

SS

On this 25 day of January, 1990, before me, a notary public, personally appeared Walter Trump, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Paul F. Wiedner  
Notary Public

My commission expires: \_\_\_\_\_

**PAUL F. WIEDNER, Notary Public**  
STATE OF MISSOURI, ST. CHARLES COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 11, 1993

STATE OF MISSOURI

County of St. Charles ) SS

On this 15 day of January, 1990, before me, a notary public, personally appeared Dorothy Trump, to me known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes stated therein as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Paul F. Wiedner  
Notary Public

My commission expires: \_\_\_\_\_

**PAUL F. WIEDNER, Notary Public**  
STATE OF MISSOURI, ST. CHARLES COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 11, 1993

EXHIBIT A**Tract 1**

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line, of U.S. Survey 131 and the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said-right of-way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning.

**Tract 2**

A tract of land in part of Lot 20, of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet of the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South

60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning.

EXCLUDING FROM THE FOREGOING TRACT 2 THE FOLLOWING DESCRIBED TRACT OF LAND:

A tract of land in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 824.56 feet to the northwest corner of said Lot 20, said point being the Point of Beginning of the following described tract; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 880.36 feet, to the most southwesterly line of a tract of land conveyed to William Branneky by deed recorded in Book 503 on Page 28; thence North 43 degrees 34 minutes 53 seconds West, along said southwesterly line a distance of 353.62 feet to the most westerly corner of said Branneky tract; thence North 72 degrees 46 minutes 42 seconds West, a distance of 167.57 feet to the Point of Beginning.

(87G/3)

GENERAL WARRANTY DEED

This Deed made and entered into this 25 day of January, 1990, by and between Walter Trump, individually, in his capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Dorothy Trump, and in his capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for his benefit of which Dorothy Trump is the sole trustee (collectively, in all said capacities, "Mr. Trump"), and Dorothy Trump, individually, in her capacity as the sole trustee of the trust under the Will of Mrs. Trump for the benefit of Mr. Trump, and in her capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for her benefit of which Mr. Trump is the sole trustee (collectively, in all said capacities, "Mr. Trump"), (Mr. Trump and Ms. Trump being herein collectively called "Grantor"), and West Lake Quarry and Material Company, a Missouri corporation, 12976 St. Charles Rock Road, St. Louis, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantor, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, to-wit: an aggregate undivided one-half (1/2) interest in that Real Estate more particularly described in Exhibit A attached hereto and incorporated herein by this reference, excluding, however, that real property described in Exhibit B attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record; and exclusive of any improvements therein, thereto or thereon, as to which improvements the conveyance made hereby shall be deemed to be by quit claim of Grantor's interest therein, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Grantor covenants that Grantor and Grantor's respective successors shall and will WARRANT AND DEFEND the title to the

Exhibit 8-N

premises unto Grantee and unto Grantee's successors and assigns against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1990 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed as of the day and year first above set forth.

Walter Trump

WALTER TRUMP

Individually, in his capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Dorothy Trump, and in his capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for his benefit of which Dorothy Trump is the sole trustee

Dorothy Trump

DOROTHY TRUMP

Individually, in her capacity as the sole trustee of the trust under the last will and testament (the "Will") of Lillian E. Trump ("Mrs. Trump"), Deceased, for the benefit of Walter Trump, and in her capacity as the sole current beneficiary of the trust under the Will of Mrs. Trump for her benefit of which Walter Trump is the sole trustee

STATE OF MISSOURI )

County of St. Charles ) SS

On this 15 day of January, 1990, before me, a notary public, personally appeared Walter Trump, to me known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein as his free act and deed.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Paul F. Medner  
Notary Public

My commission expires: \_\_\_\_\_

PAUL F. MEDNER, Notary Public  
STATE OF MISSOURI, ST. CHARLES COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 11, 1993

STATE OF MISSOURI )  
County of St. Charles ) SS

On this 25 day of January, 1990, before me, a notary public, personally appeared Dorothy Trump, <sup>known</sup> to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes stated therein as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Paul F. Medner  
Notary Public

My commission expires: \_\_\_\_\_

PAUL F. MEDNER, Notary Public  
STATE OF MISSOURI, ST. CHARLES COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 11, 1993

EXHIBIT A

A tract of land in part of Lots 1,2,3, and 4 of the Yosti Partition in U.S. Survey 131, part of Lot 21, of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934, and part of U.S. Survey 131, in Townships 46 and 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County Missouri, described as follows:

Beginning at the most easterly corner of Lot 1 of the Yosti Partition in U.S. Survey 131, being a point in the centerline of Taussig Avenue; thence South 43 degrees 34 minutes 53 seconds East, along the northeasterly line of Lot 4 of the Yosti Partition, a distance of 99.92; thence South 6 degrees 41 minutes 15 seconds West, a distance of 68.96 feet; thence South 23 degrees 21 minutes 55 seconds West, a distance of 154.73 feet; thence South 26 degrees 49 minutes 07 second East, a distance of 55.27 feet; thence South 14 degrees 32 minutes 36 seconds West, a distance of 143.63 feet; thence South 34 degrees 03 minutes 12 seconds West, a distance of 220.86 feet; thence North 55 degrees 41 minutes 34 seconds West, a distance of 127.00 feet; thence South 88 degrees 59 minutes 19 seconds West, a distance of 62.24 feet; thence South 54 degrees 43 minutes 18 seconds West, a distance of 240.50 feet; thence South 26 degrees 44 minutes 32 seconds West, a distance of 450.91 feet; thence South 8 degrees 25 minutes 49 seconds West, a distance of 224.01 feet; thence South 17 degrees 14 minutes 43 seconds East, a distance of 28.63 feet; thence South 47 degrees 09 minutes 44 seconds East, a distance of 61.27 feet; thence South 24 degrees 34 minutes 10 seconds East, a distance of 73.64 feet; thence South 0 degrees 07 minutes 21 seconds West, a distance of 107.37 feet to the northeasterly right of way line of the St. Charles Rock Road, 60 foot wide; thence North 61 degrees 07 minutes 11 seconds West, along said right of way line, a distance of 99.72 feet to the centerline of Taussig Avenue; thence North 28 degrees 07 minutes 01 seconds East, along said centerline, a distance of 100.00 feet to the intersection of said centerline and the southeasterly prolongation of the northeasterly line of a tract of land conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 on Page 170; thence North 61 degrees 07 minutes 11 seconds West, along said line, a distance of 120.00 feet to the most northerly corner of said tract; thence South 28 degrees 07 minutes 01 seconds West, along the northwesterly line of said tract and its southwesterly extension, a distance of 130.00 feet to the centerline of the St. Charles Rock Road; thence North 61 degrees 07 minutes 11 seconds West, along said centerline a distance of 252.27 feet; thence North 51 degrees 56 minutes 32 seconds East, a distance of 311.60 feet; thence North 26 degrees 44 minutes 32 seconds East, a distance of 644.89 feet; thence North 56 degrees 34 minutes 13 seconds West, a distance of 296.04 feet; thence North 49 degrees 02 minutes 55 seconds West, a distance of 174.81 feet; thence North 7 degrees 43 minutes 38 seconds West, a distance of 65.61 feet; thence South 82 degrees 16 minutes 22 seconds West, a distance of 106.78 feet; thence around a curve to the right, having a radius of 150.00 feet and a chord bearing North 47 degrees 50 minutes 16 seconds West, a chord distance of 229.44 feet to a point of compound curve; thence around a curve to the right, having a radius of 450.00 feet and a chord bearing North 30 degrees 29 minutes 30 seconds East, a chord distance of 428.61 feet to its point of tangency; thence North 58 degrees 55 minutes 53 seconds East, a distance of 277.03 feet; thence North 2 degrees 03 minutes 23 seconds West, a distance of 332.12 feet; thence

North 43 degrees 55 minutes 12 seconds West, a distance of 444.12 feet; thence North 39 degrees 22 minutes 26 seconds East, a distance of 69.73 feet to the Southwesterly line of a tract of land conveyed to William Branneky by deed recorded in Book 503 on Page 28; thence South 43 degrees 34 minutes 53 seconds East, along said southwesterly line, a distance of 299.74 feet to the northwesterly line of U.S. Survey 131; thence North 47 degrees 56 minutes 21 seconds East, along said northwesterly line of U.S. Survey 131, a distance of 806.77 feet; thence North 75 degrees 52 minutes 00 seconds East, a distance of 121.55 feet; thence North 51 degrees 12 minutes 40 seconds East, a distance of 277.46 feet to the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 137.18 feet; thence leaving said right of way, South 51 degrees 12 minutes 40 seconds West, a distance of 1023.23 feet; thence South 25 degrees 58 minutes 41 seconds West, a distance of 181.33 feet to the northeasterly line of lot 1 of the Yosti Partition of U.S. Survey 131; thence South 43 degrees 34 minutes 53 seconds East, along said northeasterly line, a distance of 971.20 feet to the Point of Beginning.

EXHIBIT B

PARCEL 1

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line, of U.S. Survey 131 and the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning.

PARCEL 2

A tract of land in part of Lot 20, of the St. Charles Ferry, Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet to the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning.

GENERAL WARRANTY DEED

This Deed made and entered into this 15<sup>th</sup> day of January, 1990, by and between John L. May Archbishop of St. Louis, in his capacity as Archbishop of St. Louis and not individually ("Archbishop"), 4445 Lindell Boulevard, St. Louis, Missouri 63108, of the City of St. Louis, State of Missouri, The Shrine of St. Jude (a/k/a St. Jude League) (the "Shrine"), a corporation, 205 West Monroe Street, Chicago, Illinois 60606, of the County of Cook, State of Illinois, and The Society for the Propagation of the Faith, Archdiocese of St. Louis (the "Society"), a corporation, 4140 Lindell Boulevard, St. Louis, Missouri 63108, of the City of St. Louis and State of Missouri (Archbishop, the Shrine and the Society being herein collectively called "Grantors"), and West Lake Quarry and Material Company, a Missouri corporation, 12976 St. Charles Rock Road, Bridgeton, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantors, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, to-wit: an aggregate undivided one-half (1/2) interest in that Real Estate (Archbishop conveying his 49.62% interest, the Shrine conveying its 25.19% interest and the Society conveying its 25.19% interest in such undivided one-half (1/2) interest) more particularly described in Exhibit A attached hereto and incorporated herein by this reference, excluding, however, that real property described in Exhibit B attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record, including that certain Lease dated June 30, 1971 between Vertice R. Cruse and Catherine H. Cruse, his wife, and Lillian E. Trump, as lessors, and West Lake Quarry and Material Company, as lessee, a memorandum of which Lease is recorded at Book 6527, Page 141 in the records of the Recorder of Deeds of St. Louis County, Missouri, if not terminated prior to the date hereof.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Exhibit 8-0

Grantors severally covenant that the respective Grantors and Grantors' respective successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and unto Grantee's successors and assigns against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1990 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantors have caused these presents to be signed and sealed as of the day and year first above set forth.

John L. May  
John L. May Archbishop of St. Louis

THE SHRINE OF ST. JUDE

(SEAL)

By: Rev. David Liners  
Its Provincial-Treasurer  
Secretary

THE SOCIETY FOR THE PROPAGATION OF  
THE FAITH, ARCHDIOCESE OF ST. LOUIS

(SEAL)

By: Bernard H. Schumacher  
Its Vice President

STATE OF MISSOURI )  
                              ) SS.  
CITY OF ST. LOUIS )

On this 18th day of January, 1990, before me, a notary public, personally appeared John L. May Archbishop of St. Louis, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Virginia Stinson  
Notary Public

My commission expires: November 18, 1991

STATE OF ILLINOIS )  
COUNTY OF <sup>DePue</sup> ~~COOK~~ ) SS.

On this 17th day of January, 1990, before me, a notary public, personally appeared David Liners to me known, who being by me duly sworn, did say that he is the Secretary of The Shrine of St. Jude, a/k/a St. Jude League, a not-for-profit corporation of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Frank J. Wheeler  
Notary Public

My commission expires: 6-24-1990

STATE OF MISSOURI )  
CITY OF ST. LOUIS ) SS.

On this 18th day of January, 1990, before me, a notary public, personally appeared Monsignor Bernard H. Sandheinrich, to me known, who being by me duly sworn, did say that he is the Vice President of The Society For the Propagation of the Faith, Archdiocese of St. Louis, a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Virginia Stirnaman  
Notary Public

My commission expires: November 18, 1991

VIRGINIA STIRNAMAN  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES NOV. 18, 1991  
ST. LOUIS COUNTY

EXHIBIT A

A tract of land in part of Lots 1, 2, 3, and 4 of the Yosti Partition in U.S. Survey 131, part of Lot 21, of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934, and part of U.S. Survey 131, in Townships 46 and 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County Missouri, described as follows:

Beginning at the most easterly corner of Lot 1 of the Yosti Partition in U.S. Survey 131, being a point in the centerline of Taussig Avenue; thence South 43 degrees 34 minutes 53 seconds East, along the northeasterly line of Lot 4 of the Yosti Partition, a distance of 99.92; thence South 6 degrees 41 minutes 15 seconds West, a distance of 68.96 feet; thence South 23 degrees 21 minutes 55 seconds West, a distance of 154.73 feet; thence South 26 degrees 49 minutes 07 second East, a distance of 55.27 feet; thence South 14 degrees 32 minutes 36 seconds West, a distance of 143.63 feet; thence South 34 degrees 03 minutes 12 seconds West, a distance of 220.86 feet; thence North 55 degrees 41 minutes 34 seconds West, a distance of 127.00 feet; thence South 88 degrees 59 minutes 19 seconds West, a distance of 62.24 feet; thence South 54 degrees 43 minutes 18 seconds West, a distance of 240.50 feet; thence South 26 degrees 44 minutes 32 seconds West, a distance of 450.91 feet; thence South 8 degrees 25 minutes 49 seconds West, a distance of 224.01 feet; thence South 17 degrees 14 minutes 43 seconds East, a distance of 28.63 feet; thence South 47 degrees 09 minutes 44 seconds East, a distance of 61.27 feet; thence South 24 degrees 34 minutes 10 seconds East, a distance of 73.64 feet; thence South 0 degrees 07 minutes 21 seconds West, a distance of 107.37 feet to the northeasterly right of way line of the St. Charles Rock Road, 60 foot wide; thence North 61 degrees 07 minutes 11 seconds West, along said right of way line, a distance of 99.72 feet to the centerline of Taussig Avenue; thence North 28 degrees 07 minutes 01 seconds East, along said centerline, a distance of 100.00 feet to the intersection of said centerline and the southeasterly prolongation of the northeasterly line of a tract of land conveyed to American Telephone and Telegraph Company of Missouri by deed recorded in Book 1719 on Page 170; thence North 61 degrees 07 minutes 11 seconds West, along said line, a distance of 120.00 feet to the most northerly corner of said tract; thence South 28 degrees 07 minutes 01 seconds West, along the northwesterly line of said tract and its southwesterly extension, a distance of 130.00 feet to the centerline of the St. Charles Rock Road; thence North 61 degrees 07 minutes 11 seconds West, along said centerline a distance of 252.27 feet; thence North 51 degrees 56 minutes 32 seconds East, a distance of 311.60 feet; thence North 26 degrees 44 minutes 32 seconds East, a distance of 644.89 feet; thence North 56 degrees 34 minutes 13 seconds West, a distance of 296.04 feet; thence North 49 degrees 02 minutes 55 seconds West, a distance of 174.81 feet; thence North 7 degrees 43 minutes 38 seconds West, a distance of 65.61 feet; thence South 82 degrees 16 minutes 22 seconds West, a distance of 106.78 feet; thence around a curve to the right, having a radius of 150.00 feet and a chord bearing North 47 degrees 50 minutes 16 seconds West, a chord distance of 229.44 feet to a point of compound curve; thence around a curve to the right, having a radius of 450.00 feet and a chord bearing North 30 degrees 29 minutes 30 seconds East, a chord distance of 428.61 feet to its point of tangency; thence North 58 degrees 55 minutes 53 seconds East, a distance of 277.03 feet; thence North 2 degrees 03 minutes 23 seconds West, a distance of 332.12 feet; thence



North 43 degrees 55 minutes 12 seconds West, a distance of 444.12 feet; thence North 39 degrees 22 minutes 26 seconds East, a distance of 69.73 feet to the Southwesterly line of a tract of land conveyed to William Branneky by deed recorded in Book 503 on Page 28; thence South 43 degrees 34 minutes 53 seconds East, along said southwesterly line, a distance of 299.74 feet to the northwesterly line of U.S. Survey 131; thence North 47 degrees 56 minutes 21 seconds East, along said northwesterly line of U.S. Survey 131, a distance of 806.77 feet; thence North 75 degrees 52 minutes 00 seconds East, a distance of 121.55 feet; thence North 51 degrees 12 minutes 40 seconds East, a distance of 277.46 feet to the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 137.18 feet; thence leaving said right of way, South 51 degrees 12 minutes 40 seconds West, a distance of 1023.23 feet; thence South 25 degrees 58 minutes 41 seconds West, a distance of 181.33 feet to the northeasterly line of lot 1 of the Yosti Partition of U.S. Survey 131; thence South 43 degrees 34 minutes 53 seconds East, along said northeasterly line, a distance of 971.20 feet to the Point of Beginning.

## EXHIBIT B

### PARCEL 1

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line, of U.S. Survey 131 and the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said right of way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning.

### PARCEL 2

A tract of land in part of Lot 20, of the St. Charles Ferry, Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet to the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning.

GENERAL WARRANTY DEED

This Deed made and entered into this 15<sup>th</sup> day of January, 1990, by and between John L. May Archbishop of St. Louis, in his capacity as Archbishop of St. Louis and not individually ("Archbishop"), 4445 Lindell Boulevard, St. Louis, Missouri 63108, of the City of St. Louis, State of Missouri, The Shrine of St. Jude (a/k/a St. Jude League) (the "Shrine"), a corporation, 205 West Monroe Street, Chicago, Illinois 60606, of the County of Cook, State of Illinois, and The Society for the Propagation of the Faith, Archdiocese of St. Louis (the "Society"), a corporation, 4140 Lindell Boulevard, St. Louis, Missouri 63108, of the City of St. Louis and State of Missouri (Archbishop, the Shrine and the Society being herein collectively called "Grantors"), and Rock Road Industries, Inc., a Missouri corporation, 12976 St. Charles Rock Road, Bridgeton, Missouri 63044, of the County of St. Louis, State of Missouri (herein called "Grantee").

WITNESSETH, that Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantors, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate situated in the County of St. Louis and State of Missouri, to-wit: an aggregate undivided one-half (1/2) interest in that Real Estate (Archbishop conveying his 49.62% interest, the Shrine conveying its 25.19% interest and the Society conveying its 25.19% interest in such undivided one-half (1/2) interest) more particularly described in Exhibit A attached hereto and incorporated herein by this reference; subject to all conditions, easements, encumbrances and other matters of record, to the rights of persons in possession of said Real Estate, to discrepancies or conflicts in boundary lines or shortages in area and any encroachment or overlapping of improvements, to easements or claims thereof which are not disclosed by the public record, to any lien or right to lien for services, labor or material granted by law and not shown by the public record, and to leases, whether or not disclosed by the public record, including that certain Lease dated June 30, 1971 between Vertice R. Cruse and Catherine H. Cruse, his wife, and Lillian E. Trump, as lessors, and West Lake Quarry and Material Company, as lessee, a memorandum of which Lease is recorded at Book 6527, Page 141 in the records of the Recorder of Deeds of St. Louis County, Missouri, if not terminated prior to the date hereof.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto Grantee and its successors and assigns forever.

Exhibit 8-p

Grantors severally covenant that the respective Grantors and Grantors' respective successors shall and will WARRANT AND DEFEND the title to the premises unto Grantee and unto Grantee's successors and assigns against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1990 and thereafter, and special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, Grantors have caused these presents to be signed and sealed as of the day and year first above set forth.

John L. May  
John L. May Archbishop of St. Louis

THE SHRINE OF ST. JUDE

(SEAL)

By: Don David Liner  
Its Provincial-Treasurer  
Secretary

THE SOCIETY FOR THE PROPAGATION OF  
THE FAITH, ARCHDIOCESE OF ST. LOUIS

(SEAL)

By: Bernard H. L. Linnich  
Its Vice President

STATE OF MISSOURI )  
                              ) SS.  
CITY OF ST. LOUIS )

On this 18th day of January, 1990, before me, a notary public, personally appeared John L. May Archbishop of St. Louis, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and Sate aforesaid, the day and year first above written.

Virginia Stiranman  
Notary Public

My commission expires: November 18, 1991

VIRGINIA STIRNAMAN  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES NOV. 18, 1991  
ST. LOUIS COUNTY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~  
DU PAGE )

On this 17th day of January, 1990, before me, a notary public, personally appeared David Liners to me known, who being by me duly sworn, did say that he is the Secretary of The Shrine of St. Jude, a/k/a St. Jude League, a not-for-profit corporation of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Frank J. Wheeler  
Notary Public

My commission expires: 6.24.1990

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

On this 18th day of January, 1990, before me, a notary public, personally appeared Monsignor Bernard H. Sandheinrich, to me known, who being by me duly sworn, did say that he is the Vice President of The Society For the Propagation of the Faith, Archdiocese of St. Louis, a not-for-profit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Virginia Stinnerman  
Notary Public

My commission expires: November 18, 1990

EXHIBIT A**Tract 1**

A tract of land in part of U.S. Survey 131, Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the northwesterly line, of U.S. Survey 131 and the southwesterly right of way line of Highway 40, also known as St. Charles Rock Road; thence South 43 degrees 53 minutes 31 seconds East, along said-right of-way line, a distance of 729.68 feet; thence South 40 degrees 49 minutes 32 seconds West, a distance of 92.54 feet to the Point of Beginning of the following described tract; thence continuing South 40 degrees 49 minutes 32 seconds West, a distance of 288.61 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 241.41 feet; thence North 79 degrees 05 minutes 44 seconds West, a distance of 390.43 feet; thence North 29 degrees 48 minutes 55 seconds East, a distance of 499.73 feet; thence North 84 degrees 45 minutes 59 seconds East, a distance of 248.68 feet; thence South 32 degrees 24 minutes 17 seconds East, a distance of 201.28 feet; thence South 56 degrees 18 minutes 22 seconds East, a distance of 251.78 feet to the Point of Beginning.

**Tract 2**

A tract of land in part of Lot 20, of the St. Charles Ferry Company Tract in U.S. Survey 47 and 1934 and in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 148.48 feet of the Point of Beginning of the following described tract; thence continuing North 28 degrees 53 minutes 11 seconds East, along said line, a distance of 676.08 feet to the northwest corner of said Lot 20; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South

60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 1136.42 feet; thence South 33 degrees 08 minutes 25 seconds West, a distance of 109.40 feet; thence South 34 degrees 54 minutes 38 seconds East, a distance of 149.81 feet; thence South 44 degrees 29 minutes 33 seconds West, a distance of 267.70 feet; thence North 78 degrees 25 minutes 41 seconds West, a distance of 241.02 feet; thence North 34 degrees 31 minutes 30 seconds West, a distance of 351.19 feet to the Point of Beginning.

EXCLUDING FROM THE FOREGOING TRACT 2 THE FOLLOWING DESCRIBED TRACT OF LAND:

A tract of land in part of U.S. Survey 47 Township 47 North, Range 5 East of the 5th Principal Meridian, St. Louis County, Missouri, described as follows:

Commencing at the intersection of the centerline of St. Charles Rock Road and the northwesterly line of Lot 20 of the St. Charles Ferry Company Tract; thence North 28 degrees 53 minutes 11 seconds East, along said northwesterly line, a distance of 824.56 feet to the northwest corner of said Lot 20, said point being the Point of Beginning of the following described tract; thence North 72 degrees 46 minutes 42 seconds West, along the northerly line of Lot 19 of the St. Charles Ferry Company tract, a distance of 674.79 feet; thence North 47 degrees 43 minutes 02 seconds East, a distance of 906.64 feet; thence South 64 degrees 46 minutes 52 seconds East, a distance of 389.58 feet; thence South 76 degrees 30 minutes 26 seconds East, a distance of 245.51 feet; thence South 60 degrees 07 minutes 01 seconds East, a distance of 283.36 feet; thence South 31 degrees 26 minutes 39 seconds West, a distance of 880.36 feet, to the most southwesterly line of a tract of land conveyed to William Branneky by deed recorded in Book 503 on Page 28; thence North 43 degrees 34 minutes 53 seconds West, along said southwesterly line a distance of 353.62 feet to the most westerly corner of said Branneky tract; thence North 72 degrees 46 minutes 42 seconds West, a distance of 167.57 feet to the Point of Beginning.

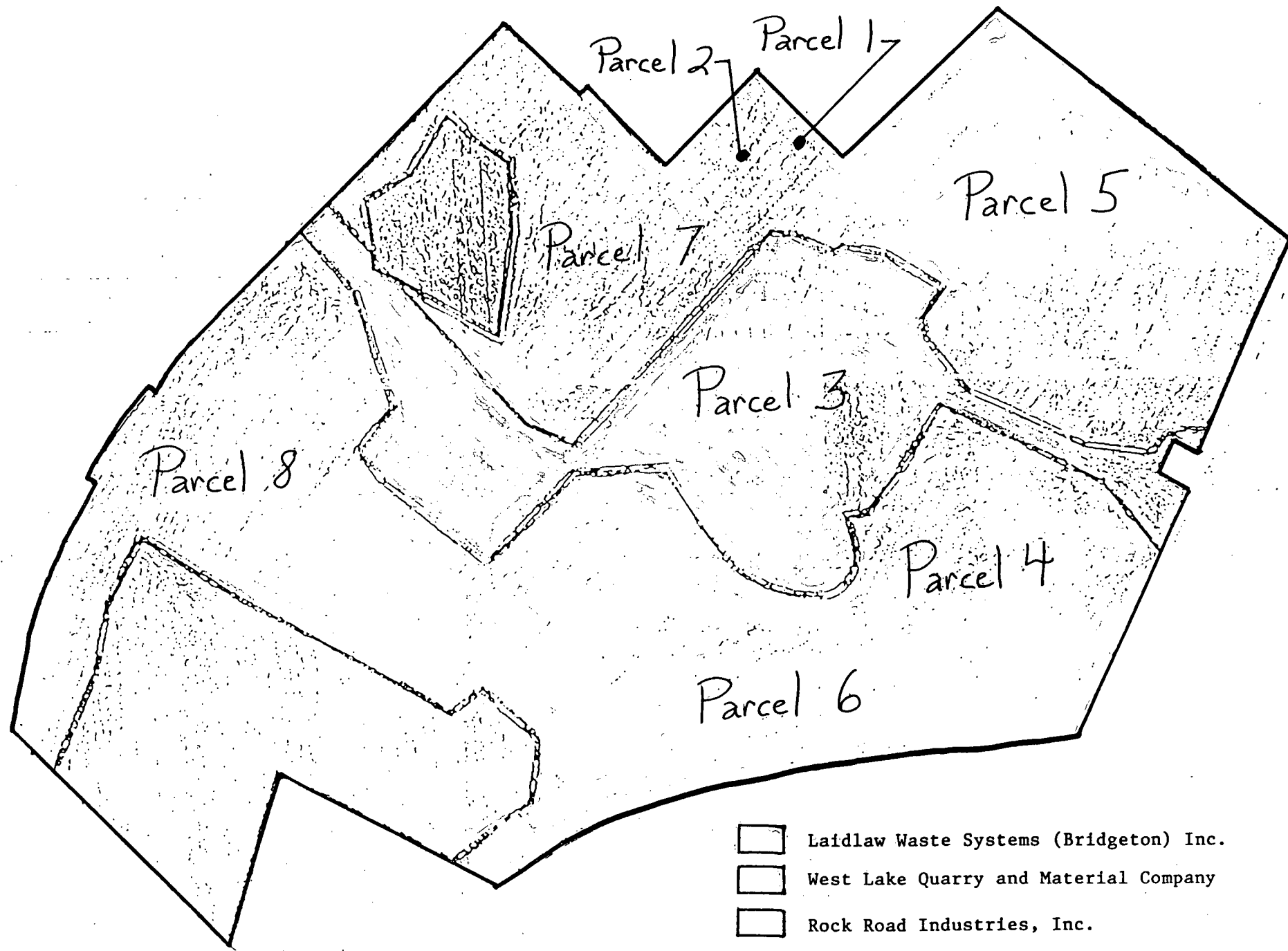


Exhibit 8-Q



	OPERATOR (Corporate Ownership)		OWNER (Real Property Chain of Title)	
	Stock of West Lake Landfill, Inc.	Stock of West Lake Quarry & Material Co. & West Lake Ready Mix Co.	Parcels 1-7 (Includes Radioactive Area 1 and Southern Part of Radioactive Area 2) ("Areas 1 and 2 South")	Parcel 8 (Includes Northern Part of Radioactive Area 2) ("Area 2 North")
1972 (Prior to Death of Vertice Cruse)	Vertice and Kathryn Cruse and Lillian E. Trump	Vertice and Kathryn Cruse	V. R. Cruse, Catherine H. Cruse and L. E. Trump Partnership (Lease to West Lake Companies)	West Lake Landfill, Inc.
	↓	↓	<div> <div>Lillian E. Trump undivided 50% ownership</div> <div>↓</div> <div>Kathryn &amp; Walter Trump (50%)</div> <div>↓</div> <div> <div>(50%) →</div> <div>(50%) →</div> <div>(50%) →</div> </div> </div> <div> <div>Vertice and Catherine Cruse (undivided 25% ownership each)</div> <div>↓</div> <div>Archdiocese Society Shrine Little Sisters Cardinal Glennon</div> <div>↓</div> <div>Archdiocese Society Shrine</div> <div>↓</div> <div> <div>Blue Property<sup>6</sup></div> <div>Green Property<sup>6</sup></div> <div>Area 1 &amp; 2 South</div> </div> </div>	
Distribution under Estates of Catherine and Vertice Cruse (1984)	Archdiocese <sup>1</sup> Society Shrine <sup>2</sup> Little Sisters <sup>4</sup> Cardinal Glennon <sup>5</sup>	Archdiocese Society Shrine Little Sisters Cardinal Glennon		
	↓	↓		
Conveyance By Certain Beneficiaries (1987-1988)	Archdiocese Society Shrine	Archdiocese Society Shrine		
	↓			
1988 Laidlaw Transaction	Laidlaw Waste Systems, Inc. (name of corporation changed to "Laidlaw Waste Systems (Bridgeton), Inc.)		<div> <div>Laidlaw (Bridgeton) (1988)</div> <div>↓</div> <div>Laidlaw (Bridgeton) (1988)</div> <div>↓</div> <div>West Lake Quarry (1988)</div> <div>↓</div> <div>Rock Road Industries (1988)</div> </div>	<div> <div>Blue Property<sup>6</sup></div> <div>Green Property<sup>6</sup></div> <div>Area 2 North</div> </div>
			<div> <div>Divided by U.S. Landfill/Laidlaw (Bridgeton)</div> <div>West Lake Quarry &amp; Material Co.</div> <div>Rock Road Industries, Inc.</div> </div>	
Distribution under Estate of Lillian E. Trump - 2/23/89				
1990 Buyout of Trump Heirs				

Exhibit 8-R

1"Archdiocese" means John L. May Archbishop of the Archdiocese of St. Louis.

2"Shrine" means The St. Jude League, a/k/a The Shrine of St. Jude, an Illinois not-for-profit corporation.

3"Society" means The Society for the Propagation of the Faith, Archdiocese of St. Louis, a Missouri benevolent corporation.

4"Little Sisters" means the Little Sisters of the Poor, a Missouri benevolent corporation.

5"Cardinal Glennon" means Cardinal Glennon Children's Hospital f/k/a Cardinal Glennon Memorial Hospital for Children, a Missouri not-for-profit corporation.

6"Blue Property" and "Green Property" mean the property shown in blue and the property shown in green on the map attached to this Response as the preceding Exhibit.

# SURVEY

OF LOTS 1, 2, 3, & 4 OF YOSTI PARTITION IN  
U.S. SURVEY 131, PART OF LOTS 20, 21, & 22 OF  
ST. CHARLES FERRY CO. TRACTS IN U.S. SURVEY  
47 & 1934, PART OF U.S. SURVEYS 47, 131, 282  
AND 729, ALL IN TOWNSHIP 46  
AND 47 NORTH, RANGE 5 EAST OF THE  
5TH PRINCIPAL MERIDIAN,  
ST. LOUIS COUNTY, MISSOURI.

- LEGEND
- PROPOSED LANDFILL AREA
  - PROPOSED QUARRY AREA
  - EXISTING RADIOACTIVE AREA
  - PROPOSED QUARRY AND BORROW AREA
  - DENOTES FOUND OLD STONE
  - DENOTES FOUND CONCRETE MONUMENT
  - DENOTES FOUND RAILROAD SPIKE
- NOTES
- IRON PINS SET AT ALL REMAINING CORNERS
  - ALL BEARINGS SHOWN HEREON ARE ASSUMED
  - DENOTES PLAT DISTANCE
  - DENOTES ROAD RECORD DISTANCE
  - DENOTES MEASURED DISTANCE
  - DENOTES DEED DISTANCE

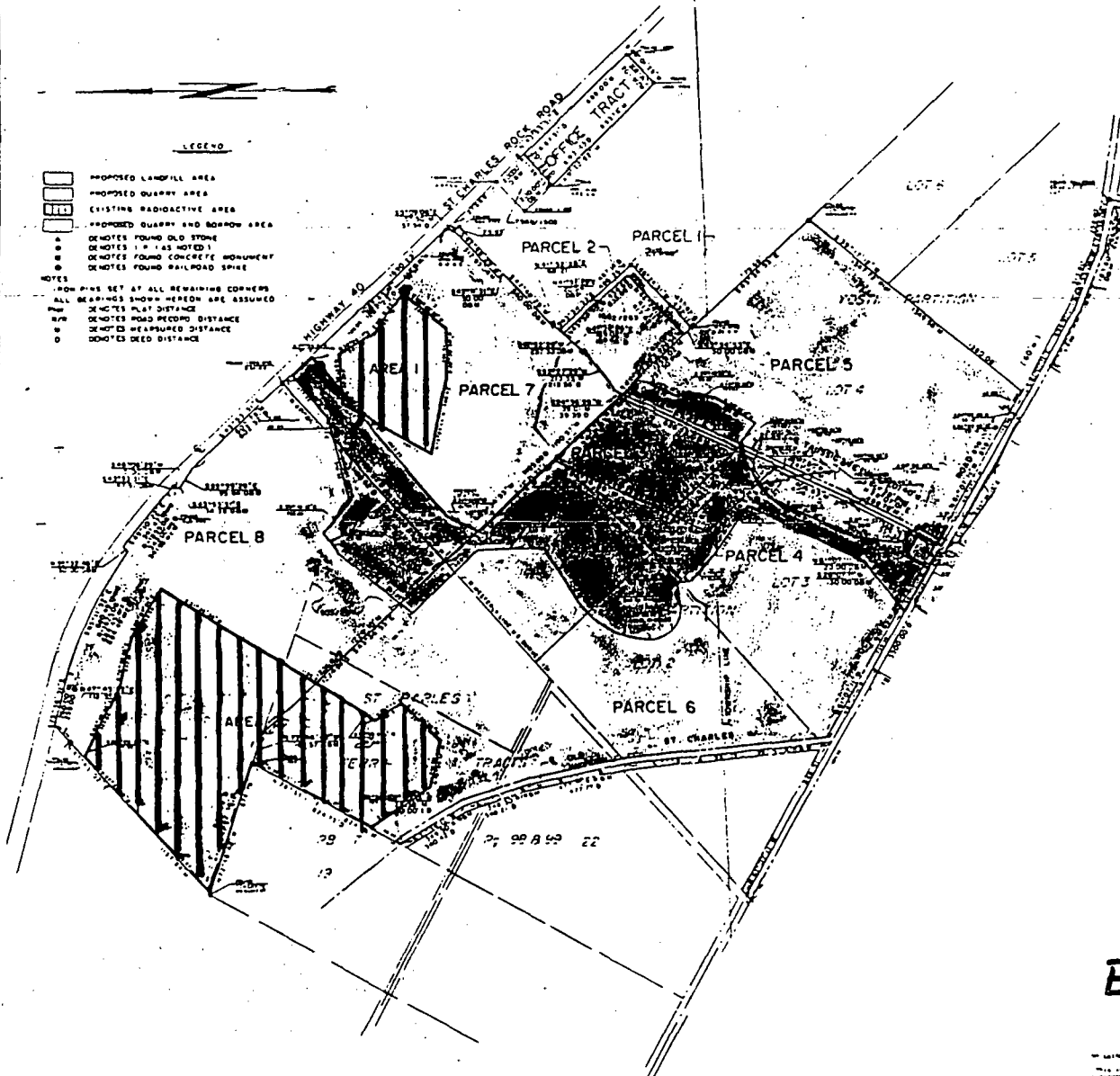


Exhibit 10-A

THIS IS TO CERTIFY THAT THE SURVEY AND RECORDS HEREON ARE TRUE AND CORRECT  
A TRUE AND CORRECT COPY OF THE SURVEY AND RECORDS HEREON HAS BEEN FILED IN THE PUBLIC RECORDS  
OF THE COUNTY OF ST. LOUIS, MISSOURI, THIS 13th DAY OF JULY, 1999.  
BY: *[Signature]*  
JULY 13 1999

SURVEY		111
SHERBUT & ASSOC., INC.		1" = 200'
A MISSOURI SURVEY PROFESSIONAL FIRM		DATE: 07/13/99
COLUMBIA, MISSOURI 65204		BOOK: 6746
(100) 360-3416 FAX: (314) 647-0341		

# RESERVE ANALYSIS OF QUARRY PROPERTIES

prepared for:

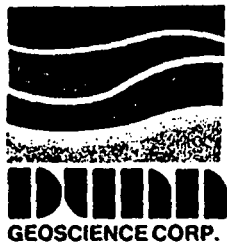
WEST LAKE COMPANIES  
ST. LOUIS , MISSOURI

February 1982

DUNN GEOSCIENCE CORPORATION  
5 Northway Lane North  
Latham, N.Y. 12110



Exhibit 13-A



PRELIMINARY DRAFT

5 NORTHWAY LANE NORTH •  
LATHAM, NEW YORK 12110  
(518) 783-8102

RESERVE ANALYSIS OF  
QUARRY PROPERTIES

West Lake Companies  
St. Louis, Missouri

Prepared by:

DUNN GEOSCIENCE CORPORATION  
5 Northway Lane North  
Latham, New York 12110

Date:

February 16, 1982

## 1.0 CONCLUSIONS

- 1.1 The reserve evaluations presented in this report are based on data available at the time of the study. We should make it clear that the West Lake properties have not been sufficiently drilled or tested to make precise estimates of total reserves nor is there sufficient information available for detailed operational planning. However, the information available is sufficient to make approximations of reserves which allow estimates of probable economic life of the operations.
- 1.2 The two parameters which may require elaboration at some future date are overburden thicknesses and the number and distribution of solution cavities. The erratic patterns of both of these features make their precise definition an impossibility under current financial limitations.
- 1.3 The basis of all estimates are stated so that experienced engineers or geologists may evaluate the figures in light of their own experience.
- 1.4 Subject to the above conditions and specific limitations for each property as discussed in the text, DGC's estimated mineable reserves of the West Lake properties are:

No. 1 Quarry	72,000,000 tons
No. 2 Quarry	9,000,000 tons
Grays Point Quarry	289,000,000 tons
Neelys Landing Quarry	79,000,000 tons
Barnhart Quarry	208,000,000 tons
✓ Kansas -	8,000,000 tons
Golden Eagle -	106,000,000 tons
Red Rock -	66,000,000 tons
✓ Franklin County -	14,000,000 tons
✓ Little Rock	0 -
Nebraska	5,000,000 tons
✓ Vigus -	0 -
✓ Graveyard Hollow	104,000,000 tons

## 2.0 INTRODUCTION

## 2.1 Project Initiation and Personnel

Mr. George M. Banino of DGC met with Mr. W.L. Wittenberg, Director of West Lake Quarry and Materials, Co., Inc. on September 2, 1981 and at Mr. Wittenberg's request submitted an outline dated September 9, 1981 for a scope of service for an evaluation of the mineral reserves of properties

owned or leased by West Lake. A proposal for this work was submitted on September 30, 1981, and accepted by West Lake in a letter from Mr. Wittenberg dated November 3, 1981. Work was initiated on the project on November 1, 1981. The study was done under the direction of Mr. George M. Banino, Vice President. Field work was done by W. Edwin Dill, Jr. Geological analysis and project management assistance were provided by James R. Dunn, Chairman. Mr. William E. Cutcliffe, President, served as Project Advisor.

## 2.2 Purpose of Reserve Study

This study was to provide West Lake with sufficient information about the extent of stone reserves controlled by West Lake to allow a valid assessment of offers to purchase the West Lake Companies by prospective purchasers. The reserve figures are also intended to give prospective purchasers a basis for evaluation of the properties.

## 2.3 Conditions of Reserve Study

The mineral reserve study is subject to the following conditions:

No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title to lands or to mineral leases.

While data which has been supplied by West Lake have been checked where possible within the limitations of this study, no responsibility is assumed for the accuracy of the supplied data. To the best of our knowledge and belief, the statements and opinions contained in the report are supportable, subject to the qualifications of the disclaimer clause.

The fee received by Dunn Geoscience Corporation for this assignment is in no manner contingent upon the estimate of the quantity or quality of the reserves reported.

Dunn Geoscience Corporation has no present nor future contemplated financial interest in any West Lake holding.

### 2.3.1 Disclaimer

All determinations of stone quality, reserves, rock stratigraphy, property boundaries, acreage, topography and land ownership, are based upon data obtained by Dunn Geoscience Corporation from various public officials, from employees of

West Lake Company, and from other public and private sources. The sources of information for each property are summarized in each section of the report, as appropriate, and copies of many verifying documents are included in the appendix. Additional documentation is contained in a reference file maintained at the main office of West Lake Quarry and Materials, Inc. The information received has been checked for internal consistency and checked by field observations wherever possible. However, because DGC did very little of the original data-gathering, we cannot vouch for its accuracy.

### 3.0 SCOPE OF STUDY

This study is intended to determine the extent, quality and configuration of the stone reserves located within certain properties controlled, either in fee or by lease, by West Lake. The determination of reserves is largely limited to interpretation of existing available data. Drilling was done on only one property and no new topographic mapping or physical or chemical analyses were made. The reserve tonnages stated should be considered conservative. The study has evaluated reserves for each property only sufficiently to be able to determine the probable economic life of each operation.

### 4.0 METHOD OF STUDY

Basic information on the geology of the various sites was accumulated from published and unpublished sources. The personnel of the various state geological surveys were contacted and, in some cases, field consultations were held. Various individuals knowledgeable in the geology of the various areas and/or the crushed stone industry were interviewed. West Lake personnel also provided input. Base maps were prepared from U.S. Geological Survey 7.5' series topographic maps on which appropriate property lines were located. Where available, geology was superimposed on these base maps. Aerial photographs were also used for locating features such as quarry faces. Each property was visited and pertinent information noted. Three NX diamond core holes were drilled on the Barnhart property.

Cross sections were constructed where necessary. Estimates of the mineable areas, thickness and extent of overburden, thickness of the various formations, the mineable depth and the percentages of each useable unit were made. Rock quality was based on test data supplied by West Lake from both private and state tests, as well as visual inspection of existing faces.



A summary of specific references follows the reserve calculation for each site. A general bibliography follows the body of this report. Field work, data accumulation and interpretation were done by Dr. James R. Dunn and W.E. Dill, Jr.

#### 4.1 Acknowledgements

The following individuals graciously provided data about one or more properties and their assistance is greatly appreciated.

Ardel W. Rueff, Geologist, Division of Geology and Land Survey, Missouri Dept. of Natural Resource, Rolla, MO.

Raymond R. Burchett, Research Geologist, University of Nebraska, Conservation and Survey Division, Nebraska Geological Survey, Lincoln, Nebraska 68588

Jonathon H. Goodwin, Associate Geologist, Industrial Minerals Section, Illinois Institute of Natural Resources, State Geological Survey Division, 615 E. Peabody Drive, Champaign, IL 61820

Ralph A. Harris, Materials Test Supervisor, Dept. of Roads, State of Nebraska, Lincoln, Nebraska 68509

Glen H. Sawyer, District Materials Engineer, Illinois Dept. of Transportation, Division of Highways/District 8, 9300 St. Clair Ave., Fairview Heights, Illinois 62208

Larry J. Absheer, Dennis V. Bruns, David L. Fleisher, Touche Ross & Co., 2100 Railway Exchange Building, St. Louis, MO 63101

Ray Buhs, President, Missouri Limestone Producers Association

D.L. Harrison, President, Southeastern Missouri Stone Co., Cape Girardeau, MO

Ken Murnan, Omaha District, U.S. Army Corps of Engineers, Omaha, Nebraska

Chuck Wyatt, Kansas City District, U.S. Army Corps. of Engineers, Kansas City, MO

Jim Peterson, St. Louis District, U.S. Army Corps. of Engineers, St. Louis, MO

Gene Dodson, Memphis District, U.S. Army Corps. of Engineers, Memphis, TN

William McCulloch, President, West Lake Quarry and Material Co., St. Louis, MO

Dell Witt, Supt., Grays Point, West Lake Quarry and Material Co., St. Louis, MO

Vernon Fiehr, Supt., #1 Quarry, West Lake Quarry and Material Co., St. Louis, MO

Virgil Hanley, Supt., Barnhart Quarry, West Lake Quarry and Material Co., St. Louis, MO

William Canney, Safety Engineer, Quarry #1, West Lake Quarry and Material Co., St. Louis, MO

## 5.0 GOVERNMENT REGULATIONS

### 5.1 Introduction

The specific regulations applicable to each reserve property are discussed in the section dealing with that property. Applicable Federal and Missouri regulations are discussed below because they apply to most properties.

### 5.2 Federal Regulations

The principal federal regulation which applies to all properties is the Mine Safety and Health Administration program which was recently transferred to the jurisdiction of the Occupational Safety and Health Administration. We are not aware of any unusual problems that West Lake has in complying with these regulations, and there should be no unusual problems in the future.

### 5.3 State of Missouri Regulations

The principal state-wide law relating to quarry operations is "The Land Reclamation Act" (L. 1971, H.B. 519). A copy of this act is included in the reference file.

All of the active West Lake operations currently comply with these regulations and no difficulties are anticipated in future compliance.

## 6.0 REGIONAL SETTING

West Lake properties fall in two general categories: Those on or near the Mississippi River from St. Louis south and those on the Missouri River between Omaha, Nebraska and St. Joseph, Missouri. Two properties in the first classification are not on the river, Quarry No. 1, located in St. Louis, Missouri and the Franklin County property which is west of St. Charles, Missouri. Plate 1 shows the approximate locations of the properties controlled by West Lake.

#### 6.1 Quarry #1 (Bridgeton)

##### 6.1.1 Location

The No. 1 Quarry is located off St. Charles Rock Road, St. Louis, Missouri and is within U.S. Surveys 131, 47, 1934, 282, 729, 2040 and 992 located in Townships 46 and 47 North, Range 5 East in St. Louis County, Missouri. Map number 1 shows location, property lines, quarry site, landfill site, topography, and reserve area.

##### 6.1.2 Ownership and Control

The property consists of 370.50 acres. 242.24 acres are owned in fee simple by West Lake and 128.26 acres are leased by West Lake from a related partnership. Copies of deeds and leases are included in the reference file.

##### 6.1.3 Government Regulations

###### Local-St. Louis County

In St. Louis County, the extraction of raw materials from the earth and the processing thereof is a Conditional Use in Flood Plain, Non-Urban, one-acre Residential, and Industrial Districts requiring a Conditional Use Permit (C.U.P.). Copies of the relevant zoning ordinances, 1003.163 and 1003.181 are included in the reference file. While provision is made for quarrying in St. Louis County, some resistance to granting C.U.P's has developed, and opening any new operations could be exceedingly difficult.

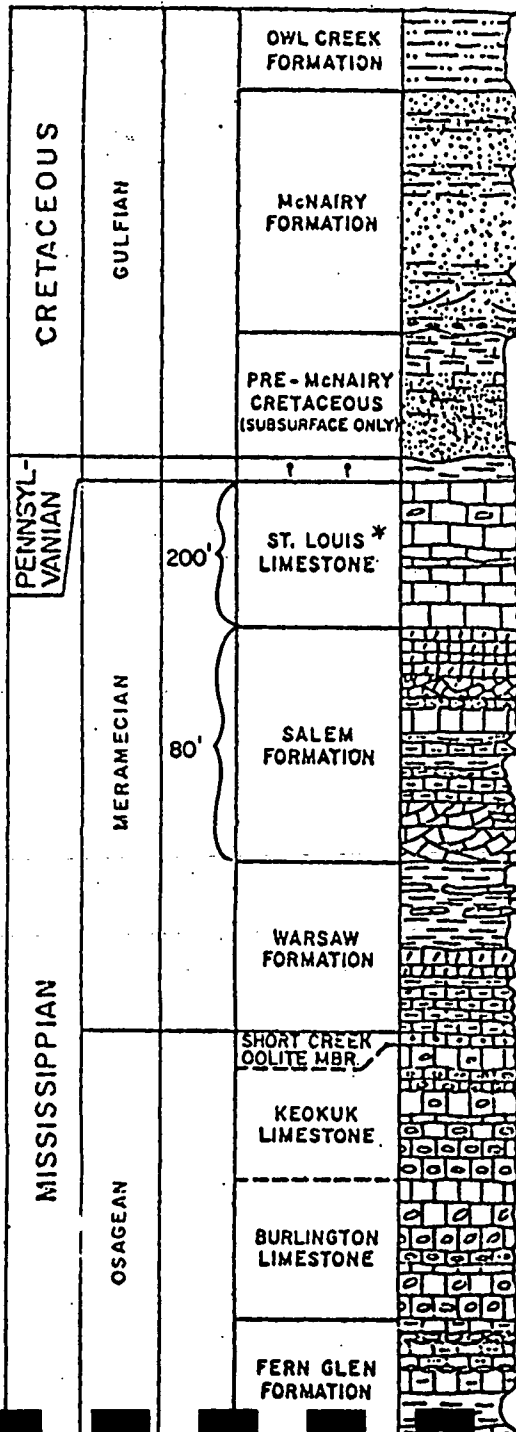
##### 6.1.4 General Geology

The Bridgeton property is located in an area of relatively flat-lying undistorted sedimentary rocks. The rocks mined are all of Mississippian age and consist of the Salem, St. Louis and St. Genevieve Formations. Plate 2 is a columnar section describing the formations and their most probable thicknesses at the quarry site.

##### 6.1.5 Rock Quality

###### 6.1.5.1 Salem Formation:

continued



Rock Formations Present at Quarry No. 1

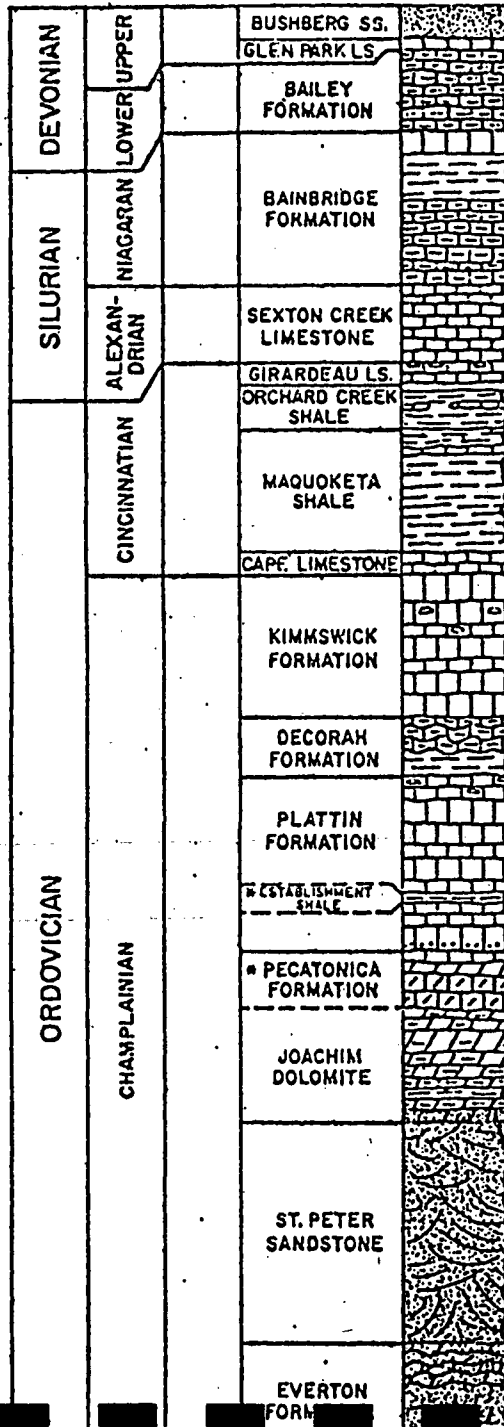


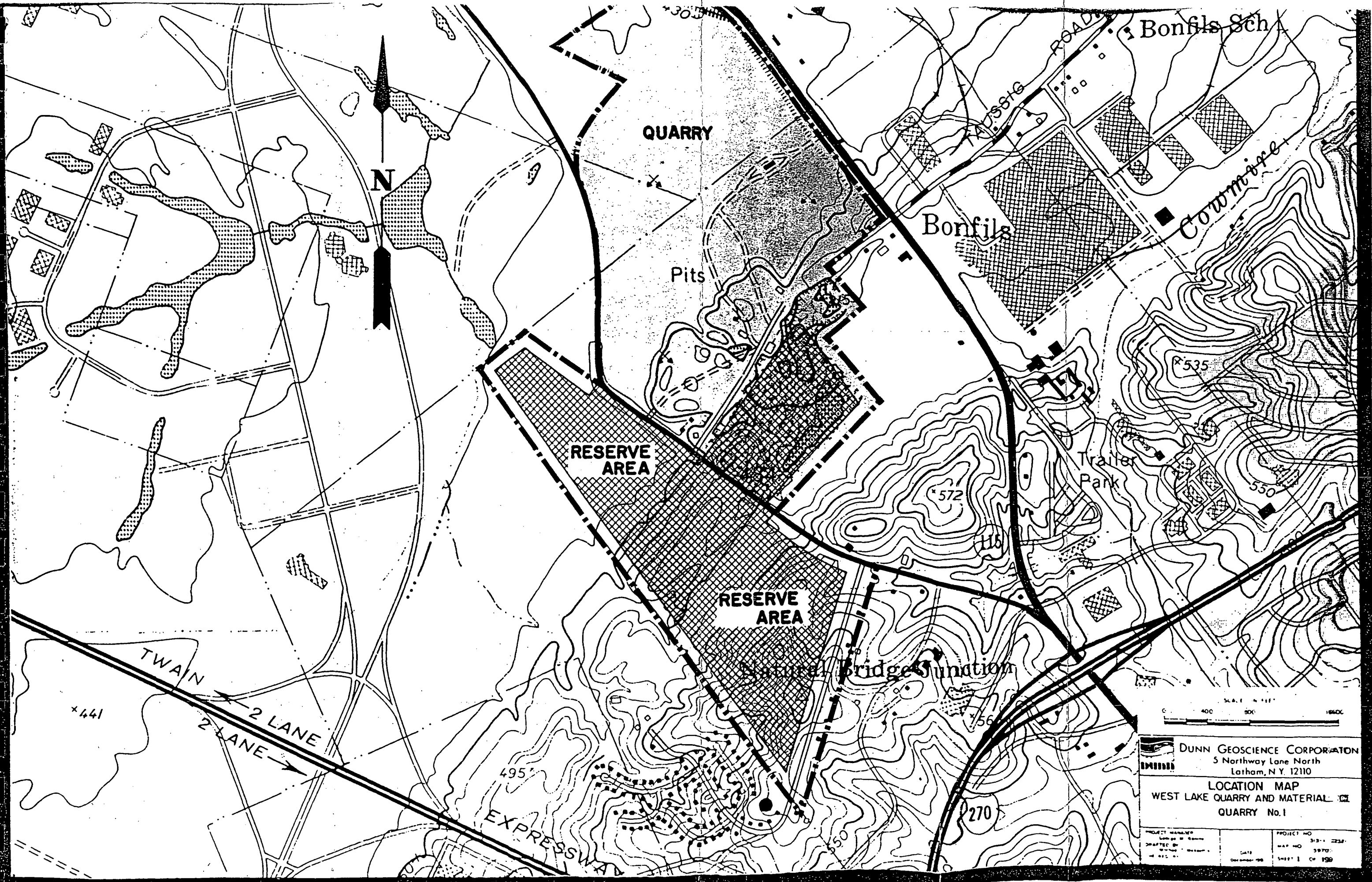
Plate 2

Columnar Section  
Quarry No. 1  
West Lake Quarry  
& Material Co., Inc.

N.B. Not to Scale  
\* Includes Ste. Genevieve

# LEGEND

- SANDSTONE
- CALCAREOUS SANDSTONE
- SAND AND GRAVEL
- CONGLOMERATE
- SILTSTONE
- DOLOMITE OR LIMESTONE CONTAINING CHERT
- OOLITIC DOLOMITE OR LIMESTONE
- ARGILLACEOUS DOLOMITE OR LIMESTONE
- SHALE
- CLAY
- GLAUCORITE



**DUNN GEOSCIENCE CORPORATION**  
5 Northway Lane North  
Latham, N.Y. 12110

**LOCATION MAP**  
WEST LAKE QUARRY AND MATERIAL  
QUARRY No. 1

PROJECT MANAGER LARRY W. DUNN	PROJECT NO. 313-1-0232
DRAWN BY WILLIAM J. DUNN	MAP NO. 3970
CHECKED BY LARRY W. DUNN	DATE October 1988
	SHEET 1 OF 150

The Salem Formation, 75 to 80 feet thick in the St. Louis area, is a fine to medium grained limestone to dolomitic limestone, with the upper 30 feet approved for use as coarse aggregate for concrete by the Missouri Highway and Transportation Commission. Typical characteristics of the Salem in the St. Louis area are: Specific gravity 2.58, Absorption 1.8% and LA abrasion 21 to 23%. Additional quality information is included in Appendix A-1.

6.1.5.2 St. Louis Formation:  
The St. Louis Formation, about 130 feet thick in the St. Louis area, is a brown to gray limestone, varying from thin bedded to massive, dense to coarsely crystalline. The upper 31 feet is approved for coarse aggregate while a lower section, 27 to 30 feet thick is approved for asphaltic concrete coarse aggregate. A summary of the Missouri Highway and Transportation Commission test results is included in Appendix A-1.

6.1.5.3 St. Genevieve Formation:  
The St. Genevieve in the St. Louis area is up to 20 feet thick and varies from massive to thin bedded, coarse grained, partly oolitic, blue-gray to white. It is approved for use as coarse aggregate for concrete with certain size restrictions by the Missouri Highway and Transportation Commission. Details of test results are included in Appendix A-1.

6.1.6 Market Area  
The location of the Bridgeton (#1) quarry is ideal for the supply of crushed stone to the Metropolitan St. Louis area. Due to urban sprawl and bedroom communities in the area, it is doubtful that new quarries will be opened in the St. Louis-St. Charles County area. The advantage of proximity to this growing market is substantial. The landfill facility generates substantial revenue and provides a valuable area

for the disposal of overburden in the covering of waste material.

#### 6.1.7 Reserves

The reserves at Quarry No. 1 are available from two locations: by deepening and robbing benches in the present quarry and from a tract of land containing approximately 120 acres south of old St. Charles Rock Road (abandoned). The 120 acre parcel currently supplies overburden for the landfill. It is not zoned for stone quarrying although appropriate zoning is currently being sought. The reserve calculations assume that such zoning will be attained.

The floor of the present quarry is in the Salem Formation. Towards the base of the Salem, shale appears followed by poor quality dolomite. These two factors limit the mineable thickness to 55 to 60 feet. The present floor is 40 feet below the St. Louis-Salem contact allowing the removal of an additional 15 to 20 feet from the floor. By removal of benches as operations retreat from the quarry an additional 126 acre-feet of stone could be recovered. Deepening the quarry by 15 feet would yield 379 acre-feet for a total reserve within the limits of the existing quarry of 505.80 acre feet or 1,786,991 tons. The 120 acre tract across old St. Charles Rock Road is mineable to an average depth of 200 feet net of overburden. The net area mineable after provision for set-backs land benching would be 100 acres. The reserve in this block total 70,660,000 tons. Essentially all of this material would be useable either through sale to the trade or for use in layering in the landfill.

#### Calculations

Existing Pit Area (Planimeter)	25.29 ac
Average Mineable Thickness (Floor & Benches)	20 ft
Acre-feet	505.80 ac/ft
Tons per acre foot @ sp. gravity of 2.60	3533 t/ac ft
Mineable Reserves- in place	1,786,991 tons
Rounded	2,000,000 tons

120 acre tract area	
available for mining (planimeter)	100.00 ac
Average Mineable Thickness	200.0 ft

Acre-feet	20,000 ac/ft
Tons per acre foot @	
sp. gravity of 2.60	3533 t/ac ft
Mineable Reserves-	
in place	70,660,000 tons
Rounded	70,000,000 tons
Total Mineable Reserves	72,446,991 tons
Rounded	72,000,000 tons